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MONTANA LEGISLATIVE HISTORY

Chapter 607 19 83

Bill H 408 S _____ Original bill & history ____C

H. Committee on Business & Industry		S. Committee on Highway - Transportation	
Hearing Date(s) 1-26	____C	Hearing Date(s) 2-10	____C
1-27	____C	2-15	____C
_____	____C	_____	____C
_____	____C	_____	____C
Date Out _____	____C		
Rpt 1-27		Rpt 2-15	

Did this bill originate in an interim committee? ____Yes ____No

Committee _____ Report _____

STATUS SHEET

BUSINESS & INDUSTRY COMMITTEE

___Legislature

ll No.	Subject Matter	Date In	Sponsor	Hearing Date	Committee Action	Date Out
HB 351	ENCOURAGE THE BREEDING & RACING OF MONTANA HORSES BY ALLOCATING ADDITIONAL 1% or PARIMUTUEL GROSS RECEIPTS	1-19	Devlin		TABLED	2-4
HB 363	PROVIDE IN ADDITION TO EMERGENCY CLOSING OF BANKS - BANKS MAY CLOSE DURING LEGAL HOLIDAYS	1-19	Roush	1-27	Do Pass	1-27
HB 364	TO SHORTEN THE TIME PERIOD WITHIN WHICH PAYMENT OF TIME DEPOSITS MAY NOT BE REQUIRED	1-19	Roush	1-27	Do Pass	1-27
HB 408	REQUIRING THE LAST CAR OF ANY FREIGHT TRAIN OPERATING BE AN OCCUPIED CABOOSE.	1-19	Driscoll	1-26	Do Pass Amended	1-27

HOUSE BUSINESS & INDUSTRY COMMITTEE

Chairman, Rep. Jerry Metcalf, called the Business & Industry Committee to order on January 26, 1983, at 9:00 a.m. in Room 420 of the Capitol Building, Helena, Montana. All members were present.

HOUSE BILL 408

REP. JERRY DRISCOLL, District 69, sponsor, opened by saying the purpose of this bill is to require that the last car on each freight train must be a caboose carrying at least one railroad employee. The reasoning behind this is primarily safety - to insure that someone will see if something goes wrong.

PROPONENTS:

Morris Gullickson, United Transportation Union, Livingston, said the caboose seats face the train at all times. The railroads are hauling some very dangerous loads and they need to be watched.

TOM HANNING, BN conductor, Havre, said trains sometimes run up to 9,000 feet and with the kinds of materials they haul, they can't afford an accident. He said they are there to make repairs in case of a breakdown. There are 20 crossings between Havre and Chinook, a distance of 20 miles and a breakdown would probably cause the crossings to be blocked for school buses, emergency vehicles, etc. He said if we can move these trains and keep them moving, it will help the public. Most importantly, they have constant vision up the side of the train.

ROGER WAGNER, BN conductor, Whitefish, said his train operates over 3 high trestles and through 7 tunnels on his run to Spokane and that the conductor is very important to act as a lookout for trains 8,000 feet in length.

ELMER GILCHREST, BN conductor, Glasgow, said they have shiftable loads that need to be observed from both ends of the train. He said the engineer has to look forward all the time and the caboose is needed to keep watch on the train.

LEE TORGRIMSON, United Transportation Union, Missoula, is an engineer with Burlington Northern. He said we have mountains in Montana where a caboose is very necessary which might not be true in flat country.

JOE BRAND, District 28, said he was an employee of the railroad for 38 years and that shiftable loads are the thing that mechanized detectors will not pick up. He stated that many times that he has seen, whole box cars would have burned up had it not been for the people on the end of the train. The workers of the railroad are very nervous about the agreement signed by representatives of their union. He said to look at the massive layoffs that have taken place in the last 3 or

4 years. We want jobs for our state and cutting off cabooses and maintenance people will lead to more depression.

JIM MULAR, Brotherhood of Railway Clerks, Butte, said he leaves it up to the committee to decide if a train should be watched from the rear as well as from the front end.

CARL KNUTSON, Glendive, Mt., said he has observed many accidents being avoided because of the people in the caboose. He believes there would be alot more accidents if we do away with them.

JACK HARRIS, BN conductor, Whitefish, weather conditions in Montana have been known to create problems in the mountains with the opeartion of a train. It's physically impossible to detect a problem in a blizzard with a 6,000 foot train.

RAY WEST, BN conductor, Havre, said he agreed with all the testimon he had heard and would urge the committee to pass HB 408.

REP. BACHINI stated he would like to go on record as supporting HB 408.

OPPONENTS:

TOM DOWLING, Montana Railroad Association, said one concern of the Railroads is cost. If they have a caboose on every train it's going to cost alot of money and raise rates and become less competitive. He stated this should be a collective bargaining bill instead of in the Legislature. This bill would require every freight train to have a caboose whether it be three or four cars or a train switching in the yard.

CLAUDE SHEAK, Assistant to Vice President - Labor Relations of Burlington Northern Railroad, said in the State of Montana, most of Burlington Northern's mainline trackage is governed by Centralized Traffic Control and Automatic Block Signal systems. A train operating on these lines receives its protection by reliable, fail-safe signaling that obviates the need for caboose flagmen. The United Transportation Union that represents brakemen and conductors, agreed last October to follow the recommendation of Presidential Emergency Board No. 195 which provided for the elimination of cabooses in all classes of service. Cabooses cost $80,000 which is passed on to shippers and consumers.

REP. DRISCOLL, in closing, asked the committee to consider the disasters that were avoided because a caboose was on the train. He asked, "Competitive with whom?" They are the only railroad in the state and the truckers have just been hit with a big tax that takes away their competitive edge.

REP. PAVLOVICH: Mr. Sheak, if we eliminate the caboose will freight prices go down? Mr. Sheak: There would not be any great impact at first, but you would eventually.
Rep. Pavlovich: The incident that happened at Belt - was there a caboose on that train? Mr. Sheak: Yes, and there was one at Livingston, Louisiana and it didn't prevent the accident.
REP. KADAS: Do you have a definition of freight train? Rep. Driscoll: A train travelling on the main track. Rep. Kadas: How would you feel if we put a 35 car minimum on it? Tom Hanning: I can't see where a 35 car limit would defind anything. Each car is 95 feet in length times 35...
Mr. Gullickson: A definition of freight train would be a train that leaves a terminal for another terminal. 15 or 20 cars should have a caboose.
REP. FAGG: Are you a member of the United Transportation Union? Mr. Gullickson: Yes. Rep. Fagg: It says in the agreement that you agreed to the elimination of cabooses. Why are you resisting the union recommendations? Tom Hanning: They didn't notify us and we were forced into this. The first we heard of it was from the New York Journal.
REP. KADAS: Do you think this controversy belongs in the Legislature or at the bargaining table? Mr. Torgrimson: The union had no choice but to go back to work after the Presidential Emergency Board. We had no say in it. Washington is unresponsive to Montana. The safety issue was probably not brought up. The economy comes into it rather than the safety of the employees and the public.
REP. BUCHINI: You said that the equipment along the railroad track is fail-safe, right? Mr. Sheak: The automatic light system is fail-safe. I didn't say the other equipment was fail-safe, but their track record is extremely good. We plan to bring in the very best equipment where we plan to operate without cabooses in this area. Rep. Bachini: How will the black box indicate things like fires? Mr. Sheak: They have operated for 17 years without the cabooses in many states. Rep. Bachini: You say the freight rates will be reduced. I remember when you eliminated the firemen and said it would reduce rates. The very next day the freight rates were increased. Mr. Sheak: I think it will increase less. Rep. Bachini: It's possible for a train to leave with 4 or 5 cars and end up with a hundred cars or more. Mr. Sheak: True.
REP. PAVLOVICH: Mr. Manning, you would like to respond? Mr. Manning: I don't know of "one" detector that is fail-safe, they're always breaking down.
REP. ELLERD: Do you have records of how many trains involved in serious accidents were operating without a caboose? Mr. Sheak: They all had cabooses.
REP. KITSELMAN: The agreement was signed in October 1982 and it seems like both parties are bound to honor it. Every time you disagree, are you going to bring it to the Legislature?

REP. DRISCOLL: This was not a collective bargaining agreement. The Presidential Emergency Board forced this down these people's throats. Rep. Kitselman: It's signed by the UTU.
REP. ELLERD: Didn't the union ratify on the agreement?
Mr. Sheak: The union representative before the board adopted the Emergency Board's recommendations. Then under a system peculiar to the Transportation Union he put this agreement out under their ratification process and it was ratified by representatives of the local unions.

HOUSE BILL 420

REP. ROBERT DOZIER, District 61, sponsor, opened by saying this was a simple bill to revise and broaden the laws covering tourist campgrounds and tourist courts.

JAMES T. HILL, Department of Health, said this bill would include a statement of intent. He pointed out the major things this bill would do. It would redefine "campground" and include cabins. It would add "work camps or youth camps" to the definition. It would eliminate the licensure of certain forms of trailer camps. It would provide a uniform standard for camps through routine inspections. The mineral exploration in eastern Montana has had an impact on the need for this bill. Many hookups are left vacant when exploration ends and people then want to step in and make campgrounds from them. There are many health hazards involved which this bill will rectify. (Exhibit #1)

OPPONENTS: none

QUESTIONS:

REP. SCHULTZ: I notice on the statement of intent that you are probably going to have 10 pages of rules and regulations. We are giving you an open-end authority to do what you want?
Mr. Hill: We would first tie in all the rules that already exist that would apply and then we would fill in the gaps.
REP. HANSEN: How will this affect youth camps such as Campfire and Boy Scouts? Mr. Hill: Not adversely, we want to make camps that are clean and healthy to campers. Safety is our main concern.
REP. ELLISON: Youth camps would exclude church camps? Mr. Hill: We would exempt camps that operate solely for its own members. If they rent the camp out, then we have authority.

HOUSE BILL 290

REP. CARL SEIFERT, District 26, sponsor, opened by saying he spent 15 years in the petroleum business and has felt for years that this bill was needed. He said the bill defines wholesale distributor and would not affect the tax mechanism of the state. It provides an option for the distributor to collect the tax himself He does not think that private enterprise should be penalized for being a tax collector for the State of Montana. It will allow the wholesale petroleum distributor the option to pay the taxes

Brotherhood of Locomotive Engineers

MONTANA STATE LEGISLATIVE BOARD

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MISSOULA, MONTANA 598

Jan. 24, 1983

House Business & Industry Committee

Mr. Chairman & Members:

I would like this submitted for the records that the Brotherhood of Locomotive Engineers is a proponent for House Bill 408.

It is our belief that with the trend of decontrol to the railroad industry and the findings of the Sunset Audit Commission on the State Public Service Commission to make them an advisory instead of compulsory authority on Railroad Safety & Sanitation, it is essential that all trains operating in Montana should have an occupied caboose.

With the average length of the symbol and secondary trains run in Montana at 5,300 to 7,300 feet long, with some a lot longer, it is impossible to see the entire train on curves from the head end. The Automatic Hot Box Detectors are not fail safe with snow blowing so it is very important to have a caboose with an attendant.

With a caboose that is radio equipped and has the required air gauges, the attendant can tell the engineer when the air brakes have released. This is an aid that helps in train operation. Also with a caboose on a train it is possible to safely back trains up and there is a brake valve on every caboose so that the attendant can stop the train.

The cabooses also carry extra knuckles, air hoses, tow chains, brass or journal bearings, lubricants, and jacks. It is not just a place for the rear Brakeman to ride.

We urge you to put a due pass to this Bill.

Thank you,

Calvin L. Burr Jr.

Calvin L. Burr, Chairman
Montana State Brotherhood of Locomotive
Engineers Legislative Board

WITNESS STATEMENT

Name ROGER F. WAGNER Committee On B & L

Address BOX 795 WHITEFISH Date 1-26-83

Representing MYSELF Support X

Bill No. H.B. 408 Oppose _____

Amend _____

AFTER TESTIFYING, PLEASE LEAVE PREPARED STATEMENT WITH SECRETARY.

Comments:
1. EXCESSIVE LENGTHS of TRAINS

2. WE OPERATE IN MT TERRAIN. NOT ABLE TO SEE the beginning & END of TRAIN ACCOUNT of CURVES, STANDING TIMBER. RIGHT AWAY CUTS ETC.

3. HAULING COMMODETIES ~~CLASSIFIED~~ AS HIGHLY FLAMABLE, EXPLOSIVES, AND POSION GAS - WIDE LOADS - OBSCENING TRAIN WILL POSSIBLY PREVENT DAMAGE TO PUBLIC SAFTY. CREW MEMBER + COMPANY PROPERTY

4. MAKE IT BACK UP MOVEMENT OVER PUBLIC CROSSINGS & AREAS WHERE MEN WOMEN + CHILDREN CAN BE ON TRACK -

5 - SAFTY IS THE FIRST IMPORTANCE IN THE DISCHARGE of DUTY -

Itemize the main argument or points of your testimony. This will assist the committee secretary with her minutes.

FORM CS-34
1-83

NAME: Tom Hanning DATE: 1-26-83

ADDRESS: 618 17th St. HAVRE MT.

PHONE: 265-6806

Condr. BN Ripinpot. opening whitefish to Cl.

REPRESENTING WHOM? ~~United Transportation Union - Local 574~~

APPEARING ON WHICH PROPOSAL: HB-408

DO YOU: SUPPORT? X AMEND? _____ OPPOSE? _____

COMMENTS: Equipment and Supplies on Cabooses
should be

A. Every Caboose is Equipped w/ 1st Aid Kit & Fire Ext.

1. Radio to Aid in Communicating with Eng, wayside stations, yards & other Crew members

~~2.~~ A. To Aid in Backing of Train - (X-ings etc)

B. Length

2 All cabs Supplied w Equip necessary for Repairs

1. Knuckles - Air Hoses - tools wrenches Hammers Etc

A. Knuckles 60-70 Lbs can't haul them Hand ed.

B. Air Hoses & wrenches & Required tools

3. Cupola for Insp w/ High Back Seats for safety & observation

4. Markers & Spotlites -

5. Back up whistle

6. Conductors valve - Aids in Controlling movement of Train

PLEASE LEAVE ANY PREPARED STATEMENTS WITH THE COMMITTEE SECRETARY.

Both forward & Reverse.

7. Necessary Documents (waybills wheel Reports & Reporting)

8. Flagging & Rear End protection Equip.

1. Torpedos

2. Fuses

3. Flags

WITNESS STATEMENT

Name Raymond R. West Committee On HB 408

Address 1152 C Lenland Avenue Date 1-26-83
Havre, Montana

Representing myself Support X

Bill No. 408 Oppose

Amend

AFTER TESTIFYING, PLEASE LEAVE PREPARED STATEMENT WITH SECRETARY.

Comments: Employees and Public safety

1. Mr. Chairman and Committee members I would like to present to this Committee my testimony on how we as montanas would be effected if Railroads operated freight Trains without a Cabaose

2.

3.

4. How we ~~do~~ make rolling inspections of other Trains When meeting them.

How we indefy the rear end of freight Trains

Itemize the main argument or points of your testimony. This will assist the committee secretary with her minutes.

FORM CS-34
1-83

WITNESS STATEMENT

Name Roger L Harris Committee On _____

Address Whitefish, MT Date _____

Representing Brotherhood of Railroad Trainmen Support X

Bill No. HB 408 Oppose _____

Amend _____

AFTER TESTIFYING, PLEASE LEAVE PREPARED STATEMENT WITH SECRETARY.

Comments:

1. Mountain Grade Operation (Weather - Air - Curvature double track

2. Power Brake Law - FRA administered & requires certain air pressures with allowable variations be maintained. Requires accurate air gauge at rear of train.

3. Long - heavy trains and severe weather conditions make mountain grade operation even more hazardous

4. In case of emergency stop, possibly caused by derailment, adjacent track or tracks must immediately be protected in both directions. With all members on head-end of train this immediate protection could not be provided thus endangering train and crew approaching the rear of disabled train on adjacent track

Itemize the main argument or points of your testimony. This will assist the committee secretary with her minutes.

Caboose's are equipped with air gauges tested every 90 days. For these reasons - all freight trains operating in Mont. should be required to have a caboose

FORM CS-34
1-83

Mr. Chairman & Committeemembers:

My Name is Tom Hanning. I am a Proponent of House Bill # 408. I would like to relate to you how & why an occupied Caboose or End Train is a very essential piece of railroad Equipment.

I operate freight Trains as A Conductor from Havre mt. to whitefish mt. over The Continental Divide & to Glasgow mont.

Every Caboose is or should be Equipped with an Electrical System That provides power for 2 Radio, Markers, Interior Lites, & Spotlite, on The rear of The Caboose for Rear End Inspection of Tracks, Crossings & Switches at Night with The length of Trains of 5000 to 7000 feet & many up to 9000 ft. The operable Radio is a must. It is used to convey Information relating to The movement of said Train to provide Safety to The Crew & to The Public, by relaying Information to other Crew members & wayside personell.

All Cabooses are Equipped with a Supply of Knuckles, Air Hoses & Gaskets & other Supplys to make minor repairs to keep Those Trains moving, Closing Public Xings to Allow a Normal flow of Traffic, School Busses, Emergency Vehicles Etc.

All Cabooses are Supplied with Torpedos, Hoses, Flags & Necessary Equip to provide Protection to The rear of your Train & to other Trains on Adjacent Tracks as well as Tracks of other RRs.

A Caboose is Equipped with many Documents to Reporting to Company personell The Informatia required in Case of Accidents & Injurys & The repair of Equipment. Documents Such as Train lists & waybills provide us with Info Such as Lengths of Trains & Locations of Cars in Trains. This would relate to Hazardous materials Such as radioactive Items - Chemicals, Acids etc So That we can relay This Info to The proper Authority. This would have to be known in Case of Spill accidents to Aid in possible evacuation of Communities & to prevent Death or Injury to Thousands of people

Air Gauge → Probably The most Important piece of Equipment on any Caboose is The Gauge. It provides an observation post to Inspect a Train while it is moving to look for possible Defects - Smoke, sparks, fires, shifted loads etc. It is used to to receive warning Signals from wayside personell Such as Section men, operators Agents or The Traveling public where Highways parallell The Tracks And LAST but not least is The rear platform That is Equipped with a back up whistle, an Emergency Brake Valve to stop The movement if Necessary & Lights to observe Track & related Equip.

Bob Jr.
T A Hall

WITNESS STATEMENT

Name Elmer D Gilchrist Committee On _____

Address 36 Kamples Dr. Date 1-26-83

Representing Myself as R.R. Employee Support X

Bill No. H.B. 408 Oppose _____

Amend _____

AFTER TESTIFYING, PLEASE LEAVE PREPARED STATEMENT WITH SECRETARY.

Comments:

1. Mr. Chairman Committee members I am Elmer Gilchrist from Glasgow Mont. and I have 32 + years of service with the railroad BN & GN.
2. The length of trains average 4,000 to 7,000 feet with a few shorter but many are longer visual inspection from the head end or Engine only can not properly or safely see and inspect the whole train. Today we haul lumber-trucks containers on flat cars tanks of hazardous with many pound loads the rear part the train I believe for the safety of the public in the towns we pass thru the caboose should be maintained on trains for the crew to safely observe the train in case of a malfunction.
3.
4.

Itemize the main argument or points of your testimony. This will assist the committee secretary with her minutes.

FORM CS-34
1-83

Right of way fires started by Engine Carbon or sparks from stack.

WITNESS STATEMENT

Name Morris W. Gullickson — Committee On House B & I

Address 323 So. 6th Livingston, Mt. 59047 — Date 26 Jan. 1983

Representing United Transportation Union — Support XX

Bill No. H.B. 408 — Oppose

Amend

AFTER TESTIFYING, PLEASE LEAVE PREPARED STATEMENT WITH SECRETARY.

Comments:

1. Mr. Chairman and Committee members; For the record I am Morris Gullickson, Representing the United Transportation Union.

I am a Conductor on the Burlington Northern Railroad, and have 31 years experience on and about cabooses. The normal position of the seats in the
2. cupola of a caboose are facing forward so the employee in the caboose is viewing the train at all times. There is a reason for this as the employees on the engine of the train, wether a long or short train, have to observe the
3. the tracks ahead for signals and obstructions etc. They observe the train behind only part of the time.

In this day and age the railroads are hauling some very dangerous loads, such as chemicals, propane, combustibles, nucular waste, and shiftable loads.
4. The job of the employee in the caboose is to watch the train ahead for over heated journal bearings, dragging equipment, shifting loads, or any other thing that would cause danger or dammage to the railroad or private property. There have been some very major accidents in the state and will continue. The caboose and its occupant reduces the risk factor. This type of operation has been developed and used by railroads for over 80 years. The main reason for this is safety of operation.

I encourage you to pass this bill as written.

I will be glad to answer any other questions.

thank you,

/Morris Gullickson

Itemize the main argument or points of your testimony. This will assist the committee secretary with her minutes.

FORM CS-34
1-83

Statement of W. Claude Sheak

I am W. Claude Sheak, Assistant to Vice President - Labor Relations of Burlington Northern Railroad Company. My office address is 176 E. Fifth Street, St. Paul, Minnesota. I appreciate the opportunity to testify on House Bill Number 408.

I am a native of Livingston, Montana and have worked for Burlington Northern and the former Northern Pacific, a predecessor company since 1952. I served in the Operating Department as a Brakeman/Yardman in 1954 and was subsequently promoted to Conductor. I retain my seniority in those crafts on the Rocky Mountain Seniority District of Burlington Northern Railroad. During my period of service as Brakeman/Yardman and Conductor I also served for a period as local grievance committee chairman of Lodge No. 295 of the former Brotherhood of Railroad Trainmen and as Secretary of the BRT General Grievance Committee on the Northern Pacific.

I was promoted to the position of Trainmaster in 1967 and later to Labor Relations Assistant in St. Paul, Minnesota on the Northern Pacific.

In my present capacity, I am the senior designated appeal officer for claims and grievances for operating crafts on Burlington Northern Railroad including those operating craft groups employed in the State of Montana.

I am fully familiar with the rules, agreements, practices and interpretations thereof as they apply to these crafts including those relating to cabooses. Moreover, because of my background as railroad brakeman and conductor in the State of Montana, operating in the territories between Forsyth, Livingston and Helena and Butte, Montana, I have personal experience and insight into the use of cabooses in the state as well as elsewhere in the railroad industry.

The question as to whether a caboose is needed on trains cannot be answered with a simple yes or no. On some trains cabooses are necessary to insure safe operation. On others they may be desirable to make switching operations more efficient. But on many trains cabooses contribute nothing more than extra costs which are borne by our customers.

In the state of Montana, most of Burlington Northern's mainline trackage is governed by Centralized Traffic Control and Automatic Block Signal systems. A train operating on these lines receives its protection by reliable, fail-safe signaling that obviates the need for caboose flagmen. On unsignalled branch lines, usually only one train is permitted to operate, so there is no need for protection from other trains.

The United Transportation Union -- the labor organization that represents brakemen and conductors on most railroads -- agreed last October to follow the recommendation of Presidential Emergency Board Number 195 appointed by President Reagan, providing for the elimination of cabooses in all classes of service. I will submit a copy of the formal agreement for the record. The UTU, which has been outspoken on railroad safety matters, assented to the elimination of cabooses on trains which will be designated through local labor-management negotiation. The UTU agreement also provides that in those instances wherein local negotiations fail to resolve a proposal to remove a caboose from service, an arbitrator will rule.

Guidelines from the relevant article of the 1982 agreement are as follows:

> The parties to this Agreement adopt the recommendations of Emergency Board No. 195 that the elimination of cabooses should be an on-going national program and that this program can be most effectively implemented by agreements negotiated on the local properties by the representatives of the carriers and the organization most intimately acquainted with the complexities of individual situations.
>
> In determining whether cabooses are to be eliminated, the following factors shall be considered:
>
> (a) safety of employees
>
> (b) operating safety, including train lengths

(c) effect on employees' duties and responsibilities resulting from working without a caboose

(d) availability of safe, stationary and comfortable seating arrangements for all employees on the engine consist

(e) availability of adequate storage space in the engine consist for employees' gear and work equipment."

Bear in mind that these are the provisions of a mutual agreement between labor and management. The provisions of House Bill Number 408 would constitute an intrusion of government into a successful collective bargaining contract -- a contract which states explicitly that the elimination of cabooses should be an "...on-going national program..." and "...that this program can be most effectively implemented by agreements negotiated on the local properties..." by the parties. Emphasis added.

We can think of no interest that would be served by intervention of the state in a matter where there is no dispute, no danger to the public, nor any threat to public or private property. The process of negotiation outlined above should leave no doubt as to the safety interests of our employees. The one, certain result of a caboose requirement would be a lost opportunity: a chance to keep freight rates at their absolute minimum.

I sincerely believe that the parties most familiar with the railroad operation and with the needs of the employees can best decide on the need for cabooses according to "...the complexities of individual situations" without the need for legislation.

# # #

HOUSE BILL 290

NORRIS NICHOLS, Administrator of Motor Fuels, said their licenses increased to 70 distributors when gasahol was allowed, and that includes the imports. They collect the money from the wholesalers and they have 25 days to give the money to the State of Montana. The wholesalers are trying to pass that on by not paying the tax at the front end. The problem is that it's going to need a fiscal note. If we are going to handle a couple hundred licenses instead of 70, it's going to create more work. When we were asked to present our budget, we asked for an increase of $85,300 if such a bill as this were to pass. We would need another field auditor and two more girls. There was a suggested amendment that I think is right.

PAUL VERDON: The refinery has already passed the tax and he would have to pass it on to the distributor. The question is, could the refinery sell gasoline to wholesalers tax free? Mr. Nichols: Yes, they do it every day. The last person who is listed as distributor is the one who pays the tax. Mr. Verdon: That shouldn't be a problem if the department already has a means to do that. Mr. Nichols: The problem is that we do have a good law that is very easy to administer. We collect $35 million at a cost of about $35 thousand.

REP. FABREGA: Is there a license fee charged to a distributor? Mr. Nichols: No, we do not charge a fee. It's a continuous license and is not issued annually. Rep. Fabrega: One possibility would be to charge a license fee to make up the $85 thousand.

REP. METCALF: This tax is paid all down the line. If we remove it from the wholesaler, then we will have to remove it from the retailer.

REP. JENSEN: They get 25 days - if it's purchased in the middle of the month they get to the middle of the next month. Mr. Nichols: Let's say they pull from Exxon and they are unlicensed. It's a 9% tax. Exxon gets to use that money until the 25th day of the month, and they do use it. They send in post-dated checks and we don't get it until the last moment.

REP. FABREGA: There is no reason to lose $85 thousand through this system but the wholesaler is looking at $1,600 a month in interest by putting his money up front.

REP. METCALF: This bill does not solve the problem. We need another bill that reverses this chain.

REP. FAGG: I move DO NOT PASS.

REP. FABREGA: I move to TABLE the bill and tell the sponsors that we need another bill. If they are not supportive of that, I can tell them what will probably happen to this bill.

Question: The motion to TABLE HOUSE BILL 290 carried by unanimous vote.

HOUSE BILL 408

REP. KADAS moved DO PASS with the prepared amendment. (Exhibit #1) This amendment is to insure they don't need a caboose on a train working in the yard on routine switching, etc.

REP. KITSELMAN: Are there cabooses on passenger trains?
REP. BACHINI: There is a full crew on a passenger train. There is not a caboose, it's usually an extra car at the end. He is in radio contact with the engineer.
Question: The motion on Rep. Kadas' amendment carried unanimously.
REP. ELLERD: I move a substitute motion of DO NOT PASS.
REP. HARPER: If the trains are carrying dangerous chemicals and it's a danger to the employees and the public, wouldn't that be enough to keep the railroads putting cabooses on when they need them?
REP. WALLIN: I don't know if we can handle this bill.
REP. METCALF: We can handle any bill, we write the state laws.
REP. FABREGA: The operators of the railroad have so much at stake...if the interest of safety is best served by having a caboose, I think that would know when they need one.
REP. FAGG: Every railroad is in the business to make money and if not using a caboose was proven to be a safety hazard, they would use them.
REP. BACHINI: They say 25% will be removed, but they will not say which trains they will be taken off of. I believe if the railroad would actually come out and state which trains are concerned for the safety of the employees and the public, then we wouldn't need this law.
REP. BACHINI: The detectors are not fail-safe; it has to be backed up by the employees. Rep. Fabrega: Employees are not fail-safe either; someone might fall asleep.
REP. KITSELMAN: There is a collective bargaining agreement that isn't three months old yet. Does this mean that we are going to next set salaries and work hours? I don't think the state should be the middleman between union and management.
REP. JENSEN: Any time a train goes down the track it is required to have a caboose, no matter how short it is? Rep. Bachini: A local may end up with 100 cars.
REP. HANSEN: I have a great many railroad people in my district and every one is concerned with railroad safety. If the company is so sure it's going to be safe, why don't the workers?
REP. KADAS: I have seen in the last decade a trend toward mechanism in safety and in many cases we have made the system safer. By now we should know it is better to have a human being handling several hundred tons of metal as it pulls down the line.
Question:
The motion that HOUSE BILL 408 DO NOT PASS failed 10 - 9.
REP. HANSEN: I move to reverse the vote. Carried unanimously.
HOUSE BILL 408 DO PASS AS AMENDED carried 10 - 9.

(Roll Call Vote Attached)

HOUSE BILL 213

The committee requested Paul Verdon to make amendments to HB 213 and return with a copy of the bill with the amendments inserted.

ROLL CALL VOTE ------ BUSINESS & INDUSTRY COMMITTEE COMMITTEE

1-27-83
HB 408

	Date: No: DO NOT PASS	Date: No: SUBSTITUTE DO PASS	Date: No:	Date: No:	Date No:	Date No:	Date: No:
PAVLOVICH, ~~Jerry~~ BoB	no	yes		WALLIN, Norm	yes	no	
BACHINI, Robert	no	yes		METCALF, Jerry	no	yes	
ELLERD, Bob	yes	no					
ELLISON, Orval	yes	no					
FABREGA, Jay	yes	no					
FAGG, Harrison	yes	no					
HANSEN, Stella Jean	no	yes					
HARPER, Hal	yes	no					
HART, Marjorie	no	yes					
HOWE, Romona	no	yes					
JENSEN, William	yes	no					
KADAS, Mike	no	yes					
KITSELMAN, Les	yes	no					
LYBECK, Ray	no	yes					
NISBET, Gerald	no	yes					
SAUNDERS, Glenn	no	yes					
SCHULTZ, Jim	yes	no					
	10-no					10-yes	

CS-01

9-10 9-10

Amendments to House Bill 408, Page 1

Line 12, following "train",

Insert: "required by federal railroad administration rules to have its air system and cars inspected by qualified inspecting employees at any designated inspection point and between said inspection points and"

STANDING COMMITTEE REPORT

January 27 19 83

MR. SPEAKER:

We, your committee on BUSINESS & INDUSTRY

having had under consideration HOUSE Bill No. 403

first reading copy (white color)

A BILL FOR AN ACT ENTITLED: "AN ACT REQUIRING THAT THE LAST CAR OF ANY FREIGHT TRAIN OPERATING WITHIN THE STATE BE AN OCCUPIED CABOOSE; AMENDING SECTION 69-14-232, MCA."

Respectfully report as follows: That HOUSE 403 Bill No.

Be amended as follows:

Page 1, line 12
Following: "train"
Insert: "required by federal railroad administration rules to have its air system and cars inspected by qualified inspecting employees at any designated inspection point and between said inspection points and"

AND AS AMENDED

DO PASS

JERRY METCALF Chairman.

STATE PUB. CO.
Helena, Mont.

1983 LEGISLATIVE SESSION

COMMITTEE ON Senate Highways and Transportation

BILL NO.	ENTERED COMM.	DATE CONSIDERED	OUT OF COMM.	DO PASS DATE	DO NOT PASS DATE	DO PASS AS AMEND. DATE	BE CONCURRED IN DATE	BE CONC. IN AS AMENDED DATE	BE NOT CONCURRED IN DATE
HB7	2/2/83	2/10/83	2/15/83				2/15/83		
HB9	2/15/83	3/17/83	3/22/83				3/22/83		
HB32	1/20/83	1/27/83	2/1/83						2/1/83
HB87	1/19/83	1/25/83	1/25/83				1/25/83		
HB98	1/25/83	2/1/83	2/1/83				2/1/83		
HB198	2/1/83	2/8/83	2/15/83						2/15/83
HB205	2/1/83	2/8/83	2/17/83				2/17/83		
HB236	1/28/83	2/3/83	2/3/83				2/3/83		
HB353	2/7/83	2/17/83	2/17/83				2/17/83		
HB397	2/9/83	2/17/83	2/17/83	TABLED IN COMMITTEE					
HB408	2/2/83	2/10/83	2/15/83					2/15/83	
HB437	2/12/83	3/3/83	3/10/83					3/10/83	
HB441	2/17/83	3/10/83	3/10/83					3/10/83	
HB479	3/1/83	3/22/83	3/22/83						3/22/83
HB488	2/12/83	3/1/83	3/1/83					3/1/83	
HB504	2/11/83	3/8/83	3/10/83					3/10/83	
HB539	2/12/83	3/3/83	3/8/83						

MINUTES OF THE MEETING
HIGHWAYS & TRANSPORTATION
MONTANA STATE SENATE

February 10, 1983

The meeting of the Highways & Transportation Committee was called to order by Chairman Mark Etchart on February 10, 1983 at 1:00 p.m. in Room 410, State Capitol.

ROLL CALL: Roll was called with Senators Etchart, Hager, Elliott, Shaw, Tveit, Graham, Manning, and Daniels, present. Senator Stimatz was absent.

HOUSE BILL NO. 7: Hearing commenced on House Bill No. 7, sponsored by Representative Harp, District 19. This is an act providing for congruence of Highway Commission Districts and Highway Financial Districts. This bill amends the present law to reduce the number of financial districts from 12 to 5 and to make their boundaries congruent with those of the Highway Commission Districts. This bill revises the boundaries of the Highway Commissioner Districts, to make them identical with Administrative Districts of the Department of Highways, except for a few minor variations. The intention of the Interim subcommittee was that the Commissioner and the Administrative Districts should be identical, so that the Commissioner and the Highway Administrator in the District can establish effective working relationships. He gave each member a copy of Chapter III, Financial District Law, and read parts from it. They are underlined in yellow, see Exhibit 1.

Gary Wicks, Director, Department of Highways, told the committee the Department is in support of House Bill No. 7. We agree with everything that has been stated.

Senator Graham asked if the five Highway Commissioners were from each of these five districts.

Mr. Wicks, said yes, by only by accident.

There were no further proponents and no opponents. There being no further discussion, hearing on House Bill No. 7 was closed.

HOUSE BILL NO. 408: Hearing commenced on House Bill No. 408, sponsored by Representative Driscoll, House District 69, Billings. This bill requires that every freight train have as its last car a caboose occupied by at least one railroad employee. This is primarily for safety reasons. Some of these freight trains are between 4,000 and 9,000 feet in length and travel through small towns at 50 to 60 miles per hour. They cannot see the entire train from the front. I have ten witnesses here and will turn it over to them.

Tom Hanning, Havre, Montana, spoke in support of House Bill No. 408. He read from prepared testimony, see Exhibit 2.

Jim Murry, Executive Secretary of the Montana State AFL-CIO, spoke in support of House Bill No. 408. He read from prepared testimony, see Exhibit 3.

Raymond R. West, Havre, Montana, spoke in support of House bill No. 408. He read from prepared testimony. See Exhibit 4.

Morris W. Gullickson, representing the United Transportation Union, Livingston, spoke in support of House Bill No. 408. He read from prepared testimony. See Exhbit 5.

Joe Zawada, Representing himself as a Burlington Northern Locomotive Engineer, spoke in support of the bill. He read from prepared testimony, see Exhibit 6.

Mike Walker, Helena, representing the Montana State Council of Professional Fire Fighters, spoke in support of House Bill No. 408. He read from prepared testimony. See Exhibit 7.

Frank H. Nord, Glendive, representing himself, spoke in support of the bill. He read from prepared testimony, see Exhibit 8.

Calvin L. Burr, Jr., Chairman of the Brotherhood of Locomotive Engineers, spoke in support of the bill. He spoke from prepared testimony, see Exhibit 9.

Jim Mular, Butte, Brotherhood of Railway and Airline Clerks, spoke in support of House Bill No. 408. I rise in support of this legislation because of the safety reasons.

Carl Knutson, representing the Brotherhood of Maintenance of Way Employees, spoke in Support of House Bill No. 408. He read from prepared testimony. See Exhibit 10.

Representative Ted Schye, Glasgow, told the committee he supports House Bill No. 408, for the reason of public safety.

G. E. Albertson, representing himself, spoke in support of the bill. The agreement signed by Burlington Northern in 1974, states all trains operating will have a caboose, except in cases of extreme emergency.

Representative Joe Brand, told the committee he supported the bill. There are a few things that have not been said. One deals with fail safe equipment. There is no equipment made today by man that is fail safe. When the Burlington Northern Railroad merged into the company they are today, they told us by merging there would be more competition and better services in the state and that we should support this merger for those reasons.

What really happened, in reality, was one company then went out of business, and filed bankruptcy. Now BN set's the freight rates. In 1977, the cost of a freight car out of Colstrip, Montana, was $4.82 per ton. The cost of that car today is $10.34 per ton. This is a huge increase. In the past they have talked about economics. Burlington Northern made money, a 35% increase, to $123,000,000 in the fourth quarter. I don't think it is necessary to take the caboose off the train, for economic reasons. I think this is a good bill, a good safety measure.

Tom Dowling, Montana Railroad Association, spoke in opposition to House Bill No. 408. He told the committee he did not know it was against the law to make money, and he did not know they had taken all the caboose's off the trains. He handed out an Agreement, see Exhibit 11, and had the committee look at Pages 14 through 17, which he read parts of. You will find that the issue of the caboose has been addressed in the Collective Bargaining Agreement. He handed out Exhibit 12 to the Committee, "Caboose less Trains: A sign of the Times?". He handed out Exhibit 13, "End of the Line"; and Exhibit 14, "Derail the Cabooses".

Claude Sheak, St. Paul, MN, representing the Burlington Northern Railroad Company, spoke in opposition to House Bill No. 408. He read from prepared testimony given the committee. See Exhibit No. 15. He also passed out Exhibit No. 16, "SAB HARMON Electronic Caboose Encoder/Transmitter Preliminary Information".

Bartlett R. Brown, Salt Lake City, Utah, representing the Union Pacific Railroad, told the committee he is opposed to House Bill No. 408 for the reasons stated previously.

Don Scott, Burlington Northern Railroad said he opposes the bill. It would cost an extra 92¢ a mile to operate the caboose, and this is passed on to the consumer, and we are against anything that raises consumer prices.

Jack Hayne, representing the Teton Pondera Farm Bureau said they are opposed to House Bill No. 408. They are opposed to any added cost to the product.

J. W. Green, Butte-Anaconda Pacific Railroad, spoke in opposition to House Bill No. 408. He said most of the things he wanted to say had already been covered.

Gil Thiel, Burlington Northern, said he opposes the bill for all of the reasons already stated.

There were no further opponents or proponents to House Bill No. 408.

Senator Graham asked Joe Zawada if he had any vision of the end of the train from where he sat.

Mr. Zawada told the Senator he has a small mirror, and a window directly behind him. He can see quite a bit of the train on a curve, but according to regulation, he has to keep his eyes straight ahead.

Senator Graham asked if there was a record of equipment failures?

Mr. Zawada said no. They do not have that information.

Senator Graham asked if equipment failure happens frequently.

Mr. Zawada said everything fails occasionally, but the number of times is very low.

Senator Tveit asked Mr. Sheak if there would be an elimination of jobs because of House Bill No. 408.

Mr. Sheak said there will be no elimination of jobs. The person who would have sat in the caboose, would be moved to the engine.

Senator Tveit asked what would guarantee the safety of persons as the train passes through towns with no reduced speeds.

Mr. Sheak said there will be more people looking back from the engine, and you also have all of the equipment detectors and safety equipment that would indicate problems.

Senator Shaw asked how the switch's are changed when the train pulls in and out of sidings.

Mr. Sheak said the train would stop or slow down and let a man off as they pass the switch, and they are also currently working on spring switch's.

In closing, Representative Driscoll said this is an issue of safety. No one has the right to bargain on public safety. If they are going to keep the employee and put them in the engine, why not leave them in the caboose. If this bill passes, I request that Senator Bob Brown carry the bill on the floor of the Senate.

There being no further discussion, hearing on House Bill No. 408 was closed.

ADJOURN: There being no further business before the committee, the meeting was adjourned at 2:28 p.m.

Mark Etchart

Senator Mark Etchart,
Chairman

ME/cdf

(1) Mr. Chairman — Commissioners Exhibit 2

PRIOR TO FEBRUARY 1, 1949 EACH FRIEGHT CREW HAD THEIR OWN CABOOSEWHICH WAS TAKEN OFF EACH TRAIN AT THE HOME AND DISTANT TEREMIAL.' THIS CABOOSE WAS THE CREWS HOME AWAY FROM HOME, THEY WERE FURNISHED WITH LOCKERS, AND EACH CREW PROVIDED THIER OWN COOKING AND SLEEPING GEAR, AS THESE THINGS WERE DONE ON THE CABOOSE. ON FEB. 1, 1949 A NEGOTIATED AGREEMENT BECAME EFFECTIVE, THAT ALLOWED THE COMPANY TO POOL CABOOSES BETWEEN BRECKENRIDGE, MINN. AND HILLYARD, WA., THAT AGREEMENT PROVIDED THAT CABOOSES RUN TO AND FROM THESE POINTS WOULD BE MAINTAINED BY OTHER THEN TRAINMEN, THE COMPANY WOULD PROVIDE LOCKED STORAGE AND WASHROOM FACILITIES FOR THE CREWS WHERE CABOOSES ARE RUN THROUGH AND CREWS ARE CHANGED. ALSO THE CREW WOULD RECEIVE ONE CENT A MILE FOR USING RUN THROUGH CABOOSES. IN AUG. 1952 A FUTHER AGREEMENT BECAME EFFECTIVE GIVING THE COMPANY AUTHORITY TO EXTEND THESE LIMITS.

IN 1974 AN AGREEMENT WAS SIGNED BY THE BURLINGTON NORTHERN AS TO HOW THESE CABOOSES WERE TO BE MAINTAINED. THIS AGREEMENT WAS SOUGHT AND NEGOTIATED BECAUSE THE CABOOSES WERE FALLING INTO SERIOUS DISREPAIR.

THIS PAST HISTORY OF NEGOTIATIONS CONCERNING CABOOSES HAS PROVED THE UNIONS ARE WILLING TO COMPROMISE THIER POSITION WHEN THE QUESTIONS INVOLVED, CONCERN EXPEDITING TRAIN MOVEMENT OR EMPLOYEE CONVIENCE. THE ISSUE NOW HAS NOTHING TO DO WITH THESE FACTORS. WE ARE NOW TALKING ABOUT SAFETY, NOT ONLY OF THE TRAIN CREW BUT OF EVERY PERSON LIVING NEAR THE RIGHT OF WAY. THE LAST SETTLEMENT OF OUR CONTRACT WAS FORCED ON US BY THE ~~CONGRESS~~ Presidential Emergency Bd. The People in WASH D.C. THE MAJORITY OF ~~THESE COMMISSIONERS~~ WERE NOT AWARE

OF A CABOOSE ISSUE BEING INVOLVED. THERE CONCERN WAS KEEPING THE RAILROADS RUNNING AND THEY WERE UNDER PRESSURE TO DO THIS AS RAPIDLY AS POSSIBLE. WE ARE SURE, HAD THEY HAD MORE TIME TO STUDY THE ISSUES, MANY OF THEM WOULD HAVE OPPOSED THE CABOOSE RECOMMENDATIONS ON THE GROUNDS THAT IT IS A DIRECT SAFETY ISSUE EFFECTING EVERY STATE, NOT A LABOR-MANAGEMENT ISSUE.

THE RAILROAD LABOR ACT IS UNIQUE, IN THAT IT SPELLS OUT ALL of OUR NEGOTIATING PROCESSES, EVEN TO THE CREATION OF THE PRESIDENTIAL EMERGENCY BOARD AND FINAL SETTLEMENT BY CONGRESS. WE FEEL IN THE LAST NEGOTIATIONS, THE COMPANY CHOSE NOT TO BARGAIN COLLECTIVELY FOR A SETTLEMENT, BUT TO FORCE THE CONTRACT TO THE EMERGENCY BOARD. CONSIDERING THE PRESENT CLIMATE TOWARD LABOR UNIONS ON A NATIONAL LEVEL, FOR INSTANCE PATCO, THEY FELT IT TO THIER ADVANTAGE TO LET THE GOVERNMENT SETTLE THE CONTRACT. ~~[illegible]~~ THE UTU WAITED TO RATIFY OUR AGREEMENT TO SEE THE REACTION OF CONGRESS TO THE ENGINEERS STRIKE, WE FOUND NO SERIOUS STUDY OF THE RECOMMENDATIONS BUT AN ACCEPTANCE OF SEC OF LABOR DONOVANS ASSESSMENT. WE DO HONOR ~~[illegible]~~ THE CONTRACT AS IT EFFECTS LABOR MANAGEMENT QUESTIONS BUT WE WE MUST LOOK TO OTHER MEANS SUCH AS HB 408 ~~[illegible]~~ TO ASSURE ~~SAFETY PROTECTION~~. ALL REASONABLE PRECAUTIONS Must be ~~[illegible]~~ TAKEN FOR THE SAFE OPERATION OF TRAINS. UNFORTUNATELY THERE ARE NO STATISTICS KEPT AS TO THE ACCIDENTS AVOIDED, BECAUSE OF THE Caboose ~~[illegible]~~ CREWS ALERTNESS, BUT THERE IS NO DOUBT IN THE MINDS OF ANY RAILROADER IN TRAIN SERVICE, ~~[illegible]~~ WE ARE ALL SAFER BECAUSE OF THEM.

Thank you

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Exhibit 3

MONTANA STATE AFL-CIO
APRIL 29 1956

Box 1176, Helena, Montana

JAMES W. MURRY
EXECUTIVE SECRETARY

ZIP CODE 59624
406/442-1708

TESTIMONY OF JIM MURRY, ON HOUSE BILL 408, BEFORE THE SENATE COMMITTEE ON HIGHWAYS AND TRANSPORTATION, FEBRUARY 10, 1983

I am Jim Murry, executive secretary of the Montana State AFL-CIO. I am here to speak in support of House Bill 408, which would require an occupied caboose on any freight train operating within our state.

We believe this bill provides essential protection to those working on the trains as well as to public safety, health and property. A trained and skilled railroad employee occupying a caboose can monitor the train for a number of potentially dangerous situations, and has access to various safety devices, including a stop valve.

That employee can detect derailed cars and dragging equipment, fires in railroad cars, or along the tracks and monitor for shifting loads. Any of these situations can endanger public safety and property, if prompt action is not taken.

This is especially important because the length of frieght trains has increased as has the danger of the goods which they carry. These include such things as combustiable goods, caustic chemicals and radioactive waste. So it is even more important in Montana's mountainous terrain that there be an occupied caboose on freight trains.

Although the railroad has installed some monitoring devices, they are not fail-safe, and they can never take the place of an occupied caboose. Current devices can monitor for air pressure and hot wheels, but not for the other instances which could cause major accidents and disasters.

We urge you to vote for House Bill 408 for the well-being and safety of all Montanans. Thank you.

PRINTED ON UNION MADE PAPER

 Exhibit 4

Mr. Chairman and Committee Members.

I am Raymond West from Havre. I have 33 years of service with the former Great Northern, and Burlington Northern railroad. With my experience in train service, I would like to point out some facts, how important it is to have a Caboose on the rear end of all freight trains. The Caboose is a vital part of the train, and is used for various different things, it is a utility Car, for carrying supplys, such as flagging equipment, fire extenguisher, first aid kit, spare knuckles, air hoses, tow Chain, air hose Wrench, hammer, Chisel, Packing hook and spoon. The use of these tools is to make minor repairs to Cars in the train. It usually takes less time to make a minor repair to a car, than set the Car out of the train. This will expedite the mavement of that Car, and don not delay the freight. This kind of service keeps our Customers satisfied.

Cabooses are equiped With electric lights on the rear end, are a spot light for inspecting the track behind your

Exhibit 4

of other trains. When meeting on double track, or at sidings. The red Mars light is used for rear end Protection of your train. These lights on the rear of a Caboose, makes the rear end of a train more visible to Motorists When approaching grade Crossings in Making reverse Maulments.

Cabooses are also equiped With back up Whistle to Warn Pedestrians Crossing tracks behind train, and in addition the Conductor has a brake Valve to stop the train if necessary.

I feel safety is the most important issue, and I support HB 408 for that reason.

Thank you

Highways 2/10/83
Page 30

Exhibit 5

WITNESS STATEMENT

Name Morris W. Gullickson

Committee On Hwys & Trans

Address Livingston, Mt.

Date 2/10/83

Representing United Transportation Union

Support X

Bill No. HB 408

Oppose

Amend

AFTER TESTIFYING, PLEASE LEAVE PREPARED STATEMENT WITH SECRETARY.

Comments:

1. Mr. Chairman and Committee Members;
For the record, I am Morris Gullickson representing the United Transportation Union. I am a Conductor with more than 30 years service operating trains from Laurel to Helena, Montana.

2. I would like to explain the position of members of a freight Train crew. Normanl there are two men in the lead cab of a engine. The head trainman and the engineer. These two people watch for signals ahead and any obstructions or anything effecting the operation of the train. They also watch the train behind, on each side, as much as possible. The caboose has two employees, a
3. conductor and rear trainman. They each sit faceing forward one on each side of the cupola, watching the train.

They watch for anything unusal along the train, like smoke, sparks, dragging equipment, shifting loads, torn up road crossings, and any derailed cars. They also watch the condition of the track behind the caboose, which can
4. indicate problems on the train. They look for hand signals from wayside personal. They spot grass and forest fires created by the trains.

When any of the mentioned conditions are discovered it is there responsibility to take measures to stop the train and fix or set out any defective car.

This is a matter of course in our job and is very common. There is no record of how many major accidents that are prevented each day in the state. The elimination of the caboose increases the risk factor of a major accident.

To insure that the safety level of freight train operation, in Montana remains at the same level a caboose should remain on all freight trains.

I urge your passage of HB 408, and will be happy to answer any questions.

Itemize the main argument or points of your testimony. This will assist the committee secretary with her minutes.

FORM CS-34
1-83

Exhibit 6

Mr. CHAIRMAN AND committee members my name is JOE ZAWADA. I work AS AN engineer for The Burlington Northern in Great Falls. I am here To support H.B. 408. ALL you ever hear about are The accidents That do happen but nothing of Those That are prevented by having a crew riding in a caboose at The rear of a Train. On Dec. 31st 1982 The conductor on Train 382 which operates ~~bet~~ between Sweet Grass and Great Falls happened to notice a patch of grass burning on The right of way beside The Track. Train 382 handles hundreds of cars of hazardous materials in a year. On That day 382 consisted of between 121 - 127 cars approximatly a mile and a half long. When The conductor spotted The SMALL fire he called The engineer and told him to stop the Train so they could check it over. While walking The Train They found a car 69 cars behind The engines That had a hot rollerbearing which if not found in a short Time they will cause a derailment. Trains travel through this area at 49 M.P.H. Approximatly 5-10 cars behind The car with The hot rollerbearing were several hazardous material cars containing among other various dangerous cars, propane, Anhydrous Ammonia. So you can see in just This one case if it hadn't been for The crew riding on The caboose at The rear of

Exhibit 6

place. What I haven't mentioned is That the Town of Brady was on 3-4 miles up the Track. With the length of Trains today and the surronding terrian they travel Through you need crews riding both ends of the Train to watch it closely to ~~prevent~~ ~~accidents~~ try and prevent a disaster from happening. I would appriciate your support of HB408. Thank you.

NAME: Mike Walter DATE: 2/10/83

ADDRESS: 226 Wallace, Helena

PHONE: 442,6929

REPRESENTING WHOM? Montana State Council of Professional Fire Fighters

APPEARING ON WHICH PROPOSAL: HB 408

DO YOU: SUPPORT? X AMEND? _____ OPPOSE? _____

COMMENTS: From a safety stand point we feel that caboose equipped trains provide a greater margin of safety with trains handling from 8,000 to 40,000 Gallons of combustable fuels per car. We have experienced numerous grass fires caused by trains and fortunately for departments throughout the State a good portion of these fires were reported via the caboose & engineer radio. Fire is the most catastroph disaster one could endure. Mix that fire with 40,000 to 100,000 Gallons of fuel and mix that with what ever other compounds & chemicals your normal every day train may carry and you have the potential of obliterating an entire community. I urge your support of HB 408 for a safer Montana

PLEASE LEAVE ANY PREPARED STATEMENTS WITH THE COMMITTEE SECRETARY.

(This sheet to be used by those testifying on a bill.) EXHIBIT 8

Page 35 Highways 2/10/83

NAME: FRANK H. NORD DATE: 2-10-83

ADDRESS: 408 N. NOWLAN AVE. GLENDIVE, MT. 59330

PHONE: 365-3834

REPRESENTING WHOM? MY SELF

APPEARING ON WHICH PROPOSAL: HOUSE BILL 408

DO YOU: SUPPORT? YES AMEND? _____ OPPOSE? _____

COMMENTS: I AM A BN CONDUCTOR FROM GLENDIVE WITH 28 YEARS OF SERVICE. THE LENGTH OF TRAINS HAVE BEEN INCREASED OVER THE PAST 10 YEARS. THE AVERAGE LENGTH OF TRAINS TO DAY BEING FROM 5000 TO 9000 FEET LONG. WITH TRAINS THIS LONG IT IS VERY HARD T SEE THE ENTIRE TRAIN FROM ONE END.

THERE ARE MANY THINGS THAT CAN GO WRONG O THESE LONG TRAINS. ALL OF THESE THINGS CAN & CAUSE DE-RAILMENTS. BY THE BN RULES THE R EMPLOYEE'S, ALSO HAVE TO CHECK THE TRACK BEH THE CABOOSE, TO SEE IF ANY THING IS DRAGING OR TEARING UP THE TRACK IN ANY WAY. THERE WOULD B NO WAY TO CHECK THE TRACK BEHIND THE TRAIN WITH

PLEASE LEAVE ANY PREPARED STATEMENTS WITH THE COMMITTEE SECRETARY.

OUT A CABOOSE, SO I DO SAY THERE IS N SAFE WAY TO OPERATE A FREIGHT TRAIN WITH O A CABOOSE. I URGE PASSAGE OF THIS BILL AND I WANT TO THANK YOU FOR LISTENING.

I AM OPEN FOR QUESTIONS.

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Exhibit (9)

Mr. Chairman & Members of the Committee

I am Calvin Burr and I am the Chairman of the Brotherhood of Locomotive Engineers Montana State Legislative Board.

I am a locomotive engineer with 35½ years service with the former Great Northern and now the Burlington Northern Railroad.

I live and work out of Havre, Montana. I am very concerned about having to operate a train without caboose. With radio equipped caboose, the attendant in the caboose is able to assist the engineer by letting him know that the brakes have released, how much air pressure is on the rear of the train, and when we have the train moving. This all helps the engineer. With this assistance from the caboose on the long trains that we are handling, we have about stopped "break intos". At times, we are required to make reverse movements and with a brakeman in the caboose, this can be done safely.

The railroads are currently experimenting with a new way to make an air test; it is called an air flow test. With this type of air brake test, you must know what the air pressure is on the rear of the train. This will cause us problems when we have a long train and are required to pick up cars at different stations along the way and have to make an air brake test.

I urge you to support this bill.

Thank you.

Calvin L. Burr Jr.

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WITNESS STATEMENT

Name Calvin L. Burr Jr. Committee On _____

Address 509 7th Ave North Havre Date 2/10/83.

Representing Brotherhood of Locomotive Engr Mont State Leg Board. Support ✓

Bill No. 408 Oppose _____

Amend _____

AFTER TESTIFYING, PLEASE LEAVE PREPARED STATEMENT WITH SECRETARY.

Comments:

1.

2.

3.

4.

Itemize the main argument or points of your testimony. This will assist the committee secretary with her minutes.

FORM CS-34
1-83

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Page 38

NAME: Carl Knutson DATE: 2-10-83

ADDRESS: 220 So. Pearson Glendive, MT

PHONE: 365-4194

REPRESENTING WHOM? Bro. of Mtn. of Way Emp.

APPEARING ON WHICH PROPOSAL: HB 408

DO YOU: SUPPORT? ✓ AMEND? _____ OPPOSE? _____

COMMENTS: My name is Carl Knutson, representing BMWE. I am a section foreman on the Burlington Northern Ry, sharing with others the responsibility of building and maintaining safe tracks and inspecting moving trains.

If cabooses are removed I forsee a multitude of serious accidents.

the reason being that I have been associated with railroading for over 35 years and have been witness to hundreds of near hazardous derailments, averted only by alert personel on the front end and rear of a train.

I hope for the safety of rail personel, cities, towns and communities that you support HB 408.

PLEASE LEAVE ANY PREPARED STATEMENTS WITH THE COMMITTEE SECRETARY.

A G R E E M E N T

THIS AGREEMENT, made this 15th day of October, 1982 by and between the participating carriers listed in Exhibit A, attached hereto and made a part hereof, and represented by the National Carriers' Conference Committee, and the employees of such carriers shown thereon and represented by the United Transportation Union, witnesseth:

IT IS HEREBY AGREED:

ARTICLE I - GENERAL WAGE INCREASES

Section 1 - First General Wage Increase (for others than Dining Car Stewards and Yardmasters)

(a) Effective April 1, 1981, all standard basic daily and mileage rates of pay of employees represented by the United Transportation Union in effect on March 31, 1981 shall be increased by an amount equal to 2 percent. The cost-of-living allowance of 58 cents per hour in effect on March 31, 1981 will not be included with basic rates in computing the amount of this increase.

(b) In computing the increase for enginemen under paragraph (a) above, 2 percent shall be applied to the standard basic daily rates of pay, and 2 percent shall be applied to the standard mileage rates of pay, respectively, applicable in the following weight-on-drivers brackets, and the amounts so produced shall be added to each standard basic daily or mileage rate of pay:

Passenger	- 600,000 and less than 650,000 pounds
Freight	- 950,000 and less than 1,000,000 pounds (through freight rates)
Yard Engineers	- Less than 500,000 pounds
Yard Firemen	- Less than 500,000 pounds (separate computation covering five-day rates and other than five-day rates)

(c) The standard basic daily and mileage rates of pay produced by application of the increases provided for in this Section 1 are set forth in Appendix 1, which is a part of this Agreement.

Section 2 - Second General Wage Increase (for others than Dining Car Stewards and Yardmasters)

Effective October 1, 1981, all standard basic daily and mileage rates of pay of employees represented by the United Transportation Union in effect on September 30, 1981, shall be increased by an amount equal to 3 percent, computed and applied for enginemen in the manner prescribed in Section 1 above. The cost-of-living allowance of 90 cents per hour in

effect on September 30, 1981 will not be included with basic rates in computing the amount of this increase. The standard basic daily and mileage rates of pay produced by application of this increase are set forth in Appendix 2, which is a part of this Agreement.

Section 3 - Third General Wage Increase (for others than Dining Car Stewards and Yardmasters)

Effective July 1, 1982, all standard basic daily and mileage rates of pay of employees represented by the United Transportation Union in effect on June 30, 1982, shall be increased by an amount equal to 3 percent, computed and applied for enginemen in the manner prescribed in Section 1 above. The cost-of-living allowance of $1.25 per hour in effect on June 30, 1982 will not be included with basic rates in computing the amount of this increase. The standard basic daily and mileage rates of pay produced by application of this increase are set forth in Appendix 3, which is a part of this Agreement.

Section 4 - Fourth General Wage Increase (for others than Dining Car Stewards and Yardmasters)

Effective July 1, 1983, all standard basic daily and mileage rates of pay of employees represented by the United Transportation Union in effect on June 30, 1983, shall be increased by an amount equal to 3 percent, computed and applied for enginemen in the manner prescribed in Section 1 above. The amount of the cost-of-living allowance which will be in effect on June 30, 1983 will not be included with basic rates in computing the amount of this increase. The standard basic daily and mileage rates of pay produced by application of this increase are set forth in Appendix 4, which is a part of this Agreement.

Section 5 - Application of Wage Increases

(a) (i) In engine service, all arbitraries, miscellaneous rates or special allowances, based upon mileage, hourly or daily rates of pay, as provided in the schedules or wage agreements, shall be increased commensurately with the wage increases provided for in this Article I.

(ii) In train and yard ground service, arbitraries, miscellaneous rates or special allowances, including those expressed in terms of miles, as provided in the schedules or wage agreements, shall be increased under this Agreement in the same manner as heretofore increased under previous wage agreements.

(b) In determining new hourly rates, fractions of a cent will be disposed of by applying the next higher quarter of a cent.

(c) Daily earnings minima shall be increased by the amount of the respective daily increase.

(d) Standard monthly rates and money monthly guarantees in passenger train service shall be thirty times the new standard daily rates. Other than standard monthly rates and money monthly guarantees shall be so adjusted that differentials existing as of March 31, 1981 shall be preserved.

(e) Existing monthly rates and money monthly guarantees applicable in train service other than passenger will be increased in the same proportion as the daily rate for the class of service involved is increased.

(f) Existing money differentials above existing standard daily rates shall be maintained.

(g) In local freight service, the same differential in excess of through freight rates shall be maintained.

(h) The differential of $4.00 per basic day in freight and yard service, and 4¢ per mile for miles in excess of 100 in freight service, will be maintained for engineers working without firemen on locomotives on which under the former National Diesel Agreement of 1950 firemen would have been required.

(i) In computing the increases in rates of pay effective April 1, 1981 under Section 1 for firemen, conductors, brakemen and flagmen employed in local freight service, or on road switchers, roustabout runs, mine runs, or in other miscellaneous service, on runs of 100 miles or less which are therefore paid on a daily basis without a mileage component, whose rates had been increased by "an additional $.40" effective July 1, 1968, the 2 percent increase shall be applied to daily rates in effect March 31, 1981, exclusive of car scale additives, local freight differentials, and any other money differential above existing standard daily rates. For firemen, the rates applicable in the weight-on-drivers bracket 950,000 and less than 1,000,000 pounds shall be utilized in computing the amount of increase. The same procedure shall be followed in computing the increases of 3 percent effective October 1, 1981, 3 percent effective July 1, 1982, and 3 percent effective July 1, 1983. The rates produced by application of the standard local freight differentials and the above-referred-to special increase of "an additional $.40" to standard basic through freight rates of pay are set forth in Appendices 1, 2, 3 and 4, which are a part of this Agreement.

(j) Other than standard rates:

(i) Existing basic daily and mileage rates of pay other than standard shall be increased, effective as of the effective dates specified in Sections 1 through 4 hereof, by the same respective percentages as set forth therein, computed and applied in the same manner as the standard rates were determined.

(ii) The differential of $4.00 per basic day in freight and yard service, and 4¢ per mile for miles in excess of 100 in freight service, will be maintained for engineers working without firemen on locomotives on which under the former National Diesel Agreement of 1950 firemen would have been required.

(iii) Daily rates of pay, other than standard, of firemen, conductors, brakemen and flagmen employed in local freight service, or on road switchers, roustabout runs, mine runs, or in other miscellaneous service, on runs of 100 miles or less which are therefore paid on a daily basis without a mileage component, shall be increased as of the effective dates specified in Sections 1 through 4 hereof, by the same respective percentages as set forth therein, computed and applied in the same manner as provided in paragraph (i) above.

(k) Wage rates resulting from the increases provided for in Sections 1, 2, 3 and 4 of this Article I, and in Section 1(g) of Article II, will not be reduced under Article II.

Section 6 - General Wage Increases for Dining Car Stewards and Yardmasters

Effective April 1, 1981 all basic monthly rates of pay of dining car stewards and yardmasters represented by the United Transportation Union in effect on March 31, 1981 shall be increased by 2 percent. The cost-of-living allowance of 58¢ per hour in effect on March 31, 1981 will not be included with basic rates in computing the amount of this increase.

The rates produced by such increase shall be further increased as follows:

Effective October 1, 1981 - 3%
The cost-of-living allowance of 90 cents per hour in effect on September 30, 1981 will not be included with basic rates in computing the amount of this increase.

Effective July 1, 1982 - 3%
The cost-of-living allowance of $1.25 per hour in effect on June 30, 1982 will not be included with basic rates in computing the amount of this increase.

Effective July 1, 1983 - 3%
The amount of the cost-of-living allowance which will be in effect on June 30, 1983 will not be included with basic rates in computing the amount of this increase.

Rates of pay resulting from the increases provided for in this Section 6, and Section 1(g) of Article II, will not be reduced under Article II.

ARTICLE II - COST-OF-LIVING ADJUSTMENTS

Section 1 - Amount and Effective Dates of Cost-of-Living Adjustments

(a) A cost-of-living adjustment increase of 32 cents per hour will be made effective July 1, 1981. The amount of such adjustment will be added to the cost-of-living allowance of 58 cents per hour remaining in effect. As result of such adjustment, the cost-of-living allowance effective July 1, 1981 will be 90 cents per hour.

(b) A further cost-of-living adjustment increase of 35 cents per hour will be made effective as of January 1, 1982. The amount of such adjustment will be added to the cost-of-living allowance of 90 cents per hour remaining in effect. As result of such adjustment the cost-of-living allowance effective January 1, 1982 will be $1.25 per hour.

(c) A further cost-of-living adjustment increase of 22 cents per hour will be made effective as of July 1, 1982. The amount of such adjustment will be added to the cost-of-living allowance of $1.25 per hour remaining in effect. As result of such adjustment the cost-of-living allowance effective July 1, 1982 will be $1.47 per hour.

(d) The cost-of-living allowance resulting from the adjustments provided for in paragraphs (a), (b) and (c) above will subsequently be adjusted, in the manner set forth in and subject to all the provisions of paragraphs (h) and (i) below, on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-W)" (1967 = 100), U.S. Index, all items - unadjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the BLS Consumer Price Index. The first such cost-of-living adjustment shall be made effective January 1, 1983, based (subject to paragraph (h)(i) below) on the BLS Consumer Price Index for September 1982 as compared with the index for March 1982. Such adjustment, and further cost-of-living adjustments which will be made effective the first day of each sixth month thereafter, will be based on the change in the BLS Consumer Price Index during the respective measurement periods shown in the following table subject to the exception in paragraph (h)(ii) below, according to the formula set forth in paragraph (i) below:

Measurement Periods		Effective Date
Base Month (1)	Measurement Month (2)	of Adjustment (3)
March 1982	September 1982	January 1, 1983
September 1982	March 1983	July 1, 1983
March 1983	September 1983	January 1, 1984

(e) While a cost-of-living allowance is in effect, such cost-of-living allowance will apply to straight time, overtime, vacations, holidays and to special allowances and arbitraries in the same manner as basic wage adjustments have been applied in the past.

(f) The amount of the cost-of-living allowance, if any, which will be effective from one adjustment date to the next may be equal to, or greater or less than, the cost-of-living allowance in effect in the preceding adjustment period.

(g) On December 31, 1983 the cost-of-living allowance in effect on January 1, 1983 shall be rolled into basic rates of pay and the cost-of-living allowance remaining in effect will be reduced by a like amount. On June 30, 1984, 50% of the cost-of-living allowance then in effect (rounded to the next higher cent if the allowance consists of an odd number of cents) shall be rolled into basic rates and the cost-of-living allowance remaining in effect will be reduced by a like amount.

(h) Cap. (i) In calculations under paragraph (i) below, the maximum increase in the BLS Consumer Price Index (C.P.I.) which will be taken into account will be as follows:

Effective Date of Adjustment (1)	Maximum C.P.I. Increase Which May Be Taken into Account (2)
January 1, 1983	4% of March 1982 CPI
July 1, 1983	8% of March 1982 CPI, less the increase from March, 1982 to September, 1982.
January 1, 1984	4% of March 1983 CPI

(ii) If the increase in the BLS Consumer Price Index from the base month of March 1982 to the measurement month of September 1982, exceeds 4% of the March base index, the measurement period which will be used for determining the cost-of-living adjustment to be effective the following July 1 will be the twelve-month period from such base month of March; the increase in the index which will be taken into account will be limited to that portion of increase which is in excess of 4% of such March base index, and the maximum increase in that portion of the index which may be taken into account will be 8% of such March base index less the 4% mentioned in the preceding clause, to which will be added any residual tenths of points which had been dropped under paragraph (i) below in calculation of the cost-of-living adjustment which will have become effective January 1 during such measurement period.

(iii) Any increase in the BLS Consumer Price Index from the base month of March 1982 to the measurement month of March 1983 in excess of 8% of the March 1982 base index, will not be taken into account in the determination of subsequent cost-of-living adjustments.

(i) Formula. The number of points change in the BLS Consumer Price Index during a measurement period, as limited by paragraph (h) above, will be converted into cents on the basis of one cent equals 0.3 full points. (By "0.3 full points" it is intended that any remainder of 0.1 point or 0.2 point of change after the conversion will not be counted.)

The cost-of-living allowance in effect on July 1, 1982 as result of application of Section 1(c) will be adjusted (increased or decreased) effective January 1, 1983 by the whole number of cents produced by dividing by 0.3 the number of points (including tenths of points) change, as limited by paragraph (h) above, in the BLS Consumer Price Index during the measurement period from the base month of March 1982 to the measurement month of September 1982. Any residual tenths of a point resulting from such division will be dropped. The result of such division will be added to the amount of the cost-of-living allowance in effect on July 1, 1982 if the Consumer Price Index will have been higher at the end than at the beginning of the measurement period, and subtracted therefrom only if the index will have been lower at the end than at the beginning of the measurement period.

The same procedure will be followed in applying subsequent adjustments.

(j) Continuance of the cost-of-living adjustments is dependent upon the availability of the official monthly BLS Consumer Price Index (CPI-W) calculated on the same basis as such Index, except that, if the Bureau of Labor Statistics, U.S. Department of Labor, should during the effective period of this Agreement revise or change the methods or basic data used in calculating the BLS Consumer Price Index in such a way as to affect the direct comparability of such revised or changed index with the CPI-W Index during a measurement period, then that Bureau shall be requested to furnish a conversion factor designed to adjust the newly revised index to the basis of the CPI-W Index during such measurement period.

Section 2 - Application of Cost-of-Living Adjustments

In application of the cost-of-living adjustments provided for by Section 1 of this Article II, the cost-of-living allowance will not become part of basic rates of pay except as provided in Section 1(g). Such allowance will be applied as follows:

(a) For others than dining car stewards and yardmasters, each one cent per hour of cost-of-living allowance will be treated as an increase of 8 cents in the basic daily rates of pay produced by application of Sections 2, 3 and 4 of Article I and by Section 1(g) of this Article II. The cost-of-living allowance will otherwise be applied in keeping with the provisions of Section 5 of Article I.

(b) For dining car stewards, each one cent per hour of cost-of-living allowance will be treated as an increase of $1.80 in the monthly rates of pay produced by application of Section 6 of Article I and by Section 1(g) of this Article II.

(c) For yardmasters, each one cent per hour of cost-of-living allowance will be treated as an increase of $2.00 in the monthly rates of pay produced by application of Section 6 of Article I and by Section 1(g) of this Article II.

ARTICLE III - VACATIONS

Insofar as applicable to employees represented by the United Transportation Union, the Vacation Agreement dated April 29, 1949, as amended, is further amended effective January 1, 1982, by substituting the following Section 1(c), 1(d) and 1(h) for the corresponding provisions contained in Section 1, as previously amended:

(c) Effective January 1, 1982, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having eight or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said eight or more years of continuous service renders service of not less than one thousand two hundred and eighty (1280) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(c) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(c) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(d) Effective January 1, 1982, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having seventeen or more years of continuous service with employing carrier will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160)

basic days in miles or hours paid for as provided in individual schedules and during the said seventeen or more years of continuous service renders service of not less than two thousand seven hundred and twenty (2720) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(d) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(d) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

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(The NOTE referred to in Sections 1(c) and 1(d) above reads as follows:

"NOTE: - In the application of Section 1(a), (b), (c), (d) and (e), qualifying years accumulated, also qualifying requirements for years accumulated, prior to the effective date of the respective provisions hereof, for extended vacations shall not be changed.")

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(h) Where an employee is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year.

Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing three hundred twenty (320) basic days under Section 1(b), one thousand two hundred and eighty (1280) basic days under Section 1(c), two thousand seven hundred and twenty (2720) basic days under Section 1(d), and four thousand (4000) basic days under Section 1(e).

ARTICLE IV - HOLIDAYS

Effective January 1, 1983, the national holiday provisions will be revised to add the day after Thanksgiving Day and to substitute New Year's Eve (the day before New Year's Day is observed) for Veterans Day.

The holiday pay qualifications for Christmas Eve - Christmas shall also be applicable to the Thanksgiving Day - day after Thanksgiving Day and the New Year's Eve - New Year's Day holidays.

ARTICLE V - HEALTH AND WELFARE BENEFITS

Section 1. Continuation of Plan

The benefits now provided under The Railroad Employees National Health and Welfare Plan, modified as provided below, will be continued subject to the provisions of the Railway Labor Act, as amended. Contributions to the Plan will be offset by the expeditious use of such amounts as may at any time be in Special Account A or in one or more special accounts or funds maintained by the insurer in connection with Group Policy Contract GA-23000, and by the use of funds held in trust that are not otherwise needed to pay claims, premiums or administrative expenses which are payable from trust. Detailed contract language effectuating all changes in the Plan called for by this Agreement will be worked out by the Joint Policyholder Committee with the insurer.

Section 2. Benefit Changes

The following benefit changes will be made effective on the first day of the month after the month in which this Agreement becomes effective:

(a) Life Insurance - The maximum life insurance benefit for active employees will be increased from $6,000 to $10,000.

(b) Accidental Death, Dismemberment and Loss of Sight - The maximum accidental death, dismemberment and loss of sight benefit, called the "Principal Sum" in Group Policy Contract GA-23000, will be increased from $4,000 to $8,000. Those accidental death, dismemberment and loss of sight benefits that are payable in the amount of one-half the Principal Sum will thus be increased from $2,000 to $4,000.

(c) Hospital Miscellaneous Benefits - The provision for reimbursement for hospital charges for medical care and treatment (other than charges for room and board, nurses', and physicians' and surgeons' fees), and the excess of charges for intensive care in an intensive care unit over the amount payable otherwise, shall be increased from "not more than $2,000 plus 80% of the excess over $2,000," to "not more than $2,500 plus 80% of the excess over $2,500."

(d) Surgical Expense Benefit -

(i) The maximum surgical benefit for all surgical procedures due to the same or related causes, as well as the maximum basic benefit for any one surgical procedure, will be increased from $1,000 to $1,500; and the $1,000 E Surgical Schedule will be replaced by a $1,500 E Surgical Schedule.

(ii) No surgical expense benefits described in Part E of Article VII of Group Policy Contract GA-23000 will be payable under the Plan with respect to any non-emergency surgical procedure listed below and described in Schedule I to Policy Contract GA-23000 unless the opinions of two surgeons with respect to the medical necessity of the procedure have first been obtained and at least one of those opinions recommends the procedure. Major medical expense benefits described in Part J of such Article will, however, be payable with respect to such a procedure whether or not the opinion of a second surgeon is obtained. The surgical procedures referred to above are:

1. Breast Surgery
2. Bunion Surgery
3. Cataract Surgery
4. Hemorrhoid Operations
5. Hernia Repairs
6. Hysterectomy
7. Gall Bladder Operations
8. Knee Surgery
9. Prostate Operations
10. Rhinoplasty
11. Tonsillectomy & Adenoidectomy
12. Varicose Vein Operations

(e) Radiation Therapy Expense Benefits - The radiation therapy expense benefits and the schedule listing them will be broadened to include chemotherapy treatments; the overall combined maximum radiation therapy and chemotherapy expense benefits for any one person during any one calendar year will be increased from $400 to $600; and the overall combined maximum radiation therapy and chemotherapy expense benefits for any one person for any one accident or sickness will be increased from $400 to $600.

(f) X-Ray or Laboratory Examinations - The maximum medical expense benefit for x-ray and laboratory examinations of any one person during any one calendar year will be increased from $150 to $250.

(g) Physician's Fee Benefit

(i) The maximum amount payable on behalf of an employee or dependent for physician's charges for visits while the employee or dependent is confined as a hospital in-patient will be increased from $10.00 to $12.00 per day of such confinement, and the maximum so payable during any one period of hospital confinement will be increased from $3,650 to $4,380.

(ii) The maximum amount payable for physician's office visits by an employee shall be increased from $10.00 to $12.00, and for home visits from $12.00 to $15.00, per visit, limited as at present to one home or office visit per day and a maximum of 180 such visits in a 12-month period; no benefit payable for the first visit on account of injury or first three visits on account of sickness.

(h) Major Medical Expense Benefits - The maximum aggregate amount payable as major medical expense benefits with respect to any eligible employee or dependent during such person's entire lifetime will be increased from $250,000 to $500,000.

(i) Hospital Emergency Room - To the extent not otherwise covered under the Plan, benefits will be payable for expenses in excess of $50 incurred for the use of hospital emergency room by a covered employee or dependent. To the extent the first $50 of such expenses are not covered by the Plan, they will count toward reaching the cash deductible amount of $100 under the major medical expense benefits provisions of the Plan.

Section 3. Eligibility

The provision under which a new employee becomes a Qualifying Employee, and may become covered and eligible for benefits, on the first day of the first calendar month starting after such employee has completed 60 continuous days during which he has maintained an employment relationship, will be changed to provide that a new employee (employed on or after the first day of the calendar month following the month in which this agreement is executed) will become a Qualifying Employee on the first day of the first calendar month starting after the day on which such employee first performs compensated service; provided, however, that no employee or dependent health benefits described in Article VII of Group Policy Contract GA-23000, other than the major medical benefits described in Part J thereof, will be payable to or on behalf of an employee until the expiration of twelve months after the month during which he first performs compensated service.

Section 4. Coverage for Dependents Health Benefits

If an employee is covered immediately prior to his death with respect to an eligible dependent's health benefits described in Article VII of Group Policy Contract GA-23000, such coverage will continue with respect to those benefits until the end of the fourth month following the month in which the employee's death occurred.

Section 5. Suspended and Dismissed Employees

An employee who is suspended or dismissed from service and is thereafter awarded full back pay for all time lost as a result of such suspension or dismissal will be covered under the Plan as if he or she had not been suspended or dismissed in the first place.

ARTICLE VI - DENTAL BENEFITS

Section 1. Continuation of Plan

The benefits now provided under The Railroad Employees National Dental Plan, modified as provided below, will be continued subject to the provisions of the Railway Labor Act, as amended. Detailed contract language effectuating all changes in the Plan called for by this Agreement will be worked out by the National Carriers' Conference Committee with the insurer.

Section 2. Benefit Changes

The following benefit changes will be made effective on the first day of the month after the month in which this Agreement becomes effective:

(a) The maximum benefit (exclusive of any benefits for orthodontia) which may be paid with respect to a covered employee or eligible dependent in any calendar year will be increased from $750 to $1,000.

(b) The maximum aggregate benefit payable for all orthodontic treatment rendered to an eligible dependent child under the age of 19 during his or her lifetime will be increased from $500 to $750.

(c) The benefit payable with respect to the Type A dental expenses described below will be increased to 100% (from 75%) of such expenses, but only to the extent that they exceed the deductible amount, which will not be changed:

a. Routine oral examinations and prophylaxis (scaling and cleaning of teeth), but not more than once each in any period of 6 consecutive months.

b. Topical application of fluoride for dependent children, but not more than once in any calendar year.

c. Space maintainers designed to preserve the space created by the premature loss of a tooth in a child with mixed dentition until normal eruption of the permanent tooth takes place.

d. Emergency palliative treatment (to alleviate pain or discomfort).

e. Dental x-rays, including full mouth x-rays (but not more than once in any period of 36 consecutive months), supplementary bitewing x-rays (but not more than once in any period of 6 consecutive months) and such other dental x-rays as are required in connection with the diagnosis of a specific condition requiring treatment.

ARTICLE VII - EARLY RETIREMENT MAJOR MEDICAL BENEFITS

Section 1. Continuation of Plan

The benefits now provided under The Railroad Employees National Early Retirement Major Medical Benefit Plan, modified as provided below, will be continued subject to the provisions of the Railway Labor Act, as amended. Detailed contract language effectuating all changes in the Plan called for by this Agreement will be worked out by the National Carriers' Conference Committee with the insurer.

Section 2. Benefit Changes

The following benefit change will be made effective on the first day of the month after the month in which this Agreement becomes effective: The maximum amount payable with respect to any retired or disabled employee covered by the Plan or to any eligible dependent of such a retired or disabled employee will be increased from $50,000 to $75,000.

ARTICLE VIII - NATIONAL HEALTH LEGISLATION

In the event that national health legislation should be enacted, benefits provided under The Railroad Employees National Health and Welfare Plan, The Railroad Employees National Early Retirement Major Medical Benefit Plan, and The Railroad Employees National Dental Plan with respect to a type of expense which is a covered expense under such legislation will be integrated so as to avoid duplication, and the parties will agree upon the disposition of any resulting savings.

ARTICLE IX - EXPENSES AWAY FROM HOME

Effective December 1, 1982, the meal allowance provided for in Article II, Section 2, of the June 25, 1964 National Agreement, as amended, is increased from $2.75 to $3.85.

ARTICLE X - CABOOSES

Pursuant to the recommendations of Emergency Board No. 195, the elimination of requirements for or affecting the utilization of cabooses, as proposed by the carriers in their notice served on or about February 2, 1981, will be handled on an individual railroad basis in accordance with the following agreed upon procedures and guidelines.

Cabooses may be eliminated from trains or assignments in any or all classes of service by agreement of the parties.

Cabooses in all classes of service other than through freight service are subject to elimination by agreement or, if necessary, by arbitration.

In through freight service, cabooses on all trains are subject to consideration in the negotiation of trains that may be operated without cabooses and there is no limit on the number that can be eliminated by agreement. However, there shall be a 25% limitation on the elimination of cabooses in through freight (including converted through freight) service, except by agreement. If arbitration becomes necessary to achieve the 25 percent of cabooses that may be eliminated in through freight service it shall be handled as hereinafter provided.

Section 1. Procedures

(a) When a carrier desires to operate without cabooses in any service, it shall give written notice of such intent to the General Chairman or General Chairmen involved, specifying the trains, runs or assignments, territory, operations and service involved. A meeting will be held within fifteen (15) days from the date of such notice to commence consideration of the carrier's request subject to the guidelines outlined in Section 2 below.

(b) There is no limit on the trains, runs or assignments in any class of service that may be operated without cabooses by agreement. If the carrier and the General Chairman or General Chairmen are able to reach an agreement, the elimination of cabooses pursuant to such agreement may be implemented at the convenience of the carrier.

(c) In the event the carrier and the General Chairman or General Chairmen cannot reach an agreement within sixty (60) days from the date of the notice, either party may apply to the National Mediation Board to provide the first available neutral from the panel provided for below.

(d) Within fifteen (15) days from the date of this Agreement, the parties signatory to the Agreement shall agree on a panel of five qualified neutrals and an alternate panel of five qualified neutrals who shall be available to handle arbitrations arising out of this Article. If the parties are unable to agree on all of the neutrals within fifteen (15) days, the National Mediation Board shall appoint the necessary members to complete the panels. If one or more members of a panel becomes unavailable he shall be replaced under this procedure. A neutral shall not be considered available if he is unable to serve within thirty (30) days from the date requested. Should a neutral be requested and none of the panel members is available to begin review of the dispute with the parties within thirty (30) days of such request, the National Mediation Board shall appoint a non panel neutral in such dispute.

(e) The neutral member will review the dispute and if unable to resolve by agreement the neutral member will, within thirty (30) days after the conclusion of the hearing, make a determination on the proposed elimination of cabooses involved in the dispute. The determination of the neutral member authorizing the elimination of cabooses shall be final and binding upon the parties except that the carrier may elect not to put such determination into effect on certain trains or assignments covered thereby by so notifying the General Chairman in writing within thirty (30) days from

the date of the determination by the neutral. If a carrier makes such an election it shall be deemed to have waived any right to renew the request to remove the caboose from any such train or assignment covered thereby for a period of one year following the date of such determination.

(f) It is recognized that the operating rules, general orders and special instructions should be reviewed and revised by the carrier, where necessary, to accommodate operations without cabooses. Any necessary revision will be in effect when trains are operated without cabooses.

Section 2. Guidelines

The parties to this Agreement adopt the recommendations of Emergency Board No. 195 that the elimination of cabooses should be an on-going national program and that this program can be most effectively implemented by agreements negotiated on the local properties by the representatives of the carriers and the organization most intimately acquainted with the complexities of individual situations.

In determining whether cabooses are to be eliminated, the following factors shall be considered:

(a) safety of employees

(b) operating safety, including train length

(c) effect on employees' duties and responsibilities resulting from working without a caboose

(d) availability of safe, stationary and comfortable seating arrangements for all employees on the engine consist

(e) availability of adequate storage space in the engine consist for employees' gear and work equipment.

Section 3. Conditions

Pursuant to the guidelines described in Section 2, the following conditions shall be adhered to in an arbitration determination providing for operations without cabooses:

(a) Where suitable lodging facilities for a crew are required and the caboose is presently used to provide such lodging, the carrier shall continue to provide a caboose for that purpose until alternate suitable lodging facilities become available.

(b) Except by agreement cabooses will not be eliminated on certain mine runs, locals and road switchers where normal operations require crews to stand by waiting for cars or trains for extended periods of time and such crews cannot be provided reasonable access to the locomotive or other appropriate shelter during such extended periods.

(c) Except by agreement cabooses will not be eliminated from trains that regularly operate with more than 35 cars where the crews are normally required to provide rear-end flagging protection.

(d) Crew members will not as a result of the elimination of cabooses be required to ride on the side or rear of cars except in normal switching or service movements or reverse movements that are not for extended distances.

(e) Additional seating accommodations will not be required on trains having a locomotive consist with two or more cabs equipped with seats. Crews required to deadhead on the locomotive will be provided seating in accordance with Section 2(d).

(f) A carrier may operate a train, run or assignment with a caboose if it so desires despite the fact that it may have the right to operate such train without a caboose.

(g) The conditions and considerations applicable to the elimination of cabooses by agreement of the parties pursuant to this Agreement in each class or type of service shall not be disregarded by the neutral in formulating his award covering a similar class or type service.

Section 4. Through Freight Service

(a) There shall be a 25% limitation on the elimination of cabooses in through freight (including converted through freight) service, except by agreement. The 25% limitation shall be determined on the basis of the average monthly number of trains (conductor trips) operated in through freight service during the calendar year 1981. Trains on which cabooses are not presently required by local agreements or arrangements shall not be included in such count, shall not be counted in determining the 25% limitation, and any allowance paid under such agreements or arrangements shall not be affected by this Article. A carrier's proposal to eliminate cabooses may exceed the minimum number necessary to meet the 25% limitation. However, implementation of the arbitrator's decision shall be limited to such 25% and shall be instituted on the basis established below. In the event a carrier's proposal is submitted to arbitration, it shall be revised, if necessary, so that such proposal does not exceed 50% of the average monthly number of trains (conductor trips) operated in through freight service during the calendar year 1981.

(b) In the selection of through freight trains from which cabooses are to be eliminated, a carrier shall proceed on the basis of the following categories:

(i) trains that regularly operate with 35 cars or less;

(ii) trains that regularly operate with 70 cars or less which are scheduled to make no stops en route to pick up and/or set out cars;

(iii) trains that regularly operate with 70 cars or less which are scheduled to make no more than three stops en route to pick up and/or set out cars;

(iv) trains that regularly operate with 120 cars or less which are scheduled to make no stops en route to pick up and/or set out cars;

(v) trains that regularly operate with 120 cars or less which are scheduled to make no more than three stops en route to pick up and/or set out cars;

(vi) trains that regularly operate with more than 120 cars which are scheduled to make no stops en route to pick up and/or set out cars;

(vii) all other through freight trains.

(c) The implementation of the arbitrator's decision shall be phased in on the following basis: the carrier may immediately remove cabooses from one-third of the trains that may be operated without cabooses, another one-third may be removed thirty (30) days from the date of the arbitrator's decision and the final one-third sixty (60) days from the date of the arbitrator's decision.

Section 5. Purchase and Maintenance of Cabooses

In addition to the foregoing, a carrier shall not be required to purchase or place into service any new cabooses. A carrier shall not be required to send cabooses in its existing fleet through existing major overhaul programs nor shall damaged cabooses be required to undergo major repairs. However, all cabooses that remain in use must be properly maintained and serviced.

Section 6. Subsequent Notices

A carrier cannot again seek to eliminate a caboose on a train, run or assignment where the request has been denied in arbitration unless there has been a change in conditions warranting such resubmission. Conversely, where a carrier has eliminated a caboose on a train, run or assignment and the characteristics of that train, run or assignment are subsequently changed in a way that the General Chairman believes cause it to depart from the guidelines, he may propose restoration of the caboose and, if necessary, invoke binding arbitration.

Section 7. Penalty

If a train or yard ground crew has been furnished a caboose in accordance with existing agreement or practice on a train or assignment prior to the date of this Agreement and such train or assignment is operated without a caboose other than in accordance with the provisions of this Article or other local agreement or practice, the members of the train or yard ground crew will be allowed two hours' pay at the minimum basic rate of the assignment for which called in addition to all other earnings.

Section 8. Restrictions

The foregoing provisions are not intended to impose restrictions with respect to the elimination of cabooses or in connection with operations conducted without cabooses where restrictions did not exist prior to the date of this Agreement.

- - - - -

This Article shall become effective fifteen (15) days after the date of this Agreement.

ARTICLE XI - STUDY COMMISSION

Section 1. Pursuant to the recommendations of Emergency Board No. 195 the parties signatory to this Agreement hereby establish a Study Commission consisting of three partisan members representing the carriers, three partisan members representing the United Transportation Union and a neutral member who shall be Chairman. The Chairman shall be selected by the partisan members within 30 days from the date of this Agreement. If the partisan members of the Commission cannot agree on the Chairman within such 30 days, the partisan members shall request the National Mediation Board to confer with the members and within 15 days of such request select a Chairman.

Section 2. The Commission is authorized and directed to investigate and consider in accordance with the recommendations of Emergency Board No. 195 the subject matters listed below:

Basis of pay and related alternatives
Initial and Final terminal delay
Air hose coupling
Engine exchange
Road/yard restrictions
Supplemental sick pay
Disability pay
Personal leave
Principles and procedures for stabilizing the pay structure of the operating crafts in response to earnings adjustments arising from crew consist agreements.

Section 3. The Commission shall promptly establish its operating procedures, including the formulation of a schedule designed to expedite and enhance the opportunity to reach agreement on all issues at the earliest possible date. The Chairman shall have authority to resolve any differences between the members with respect to determining the procedures under which it will operate, scheduling meetings and the priorities for consideration of the issues. In the event the Chairman is unable to continue his assignment or the partisan members unanimously concur that a successor should be appointed, the procedures set forth above shall be followed in selecting a replacement.

Section 4. In consultation with the members, the Chairman shall promptly establish a time table for negotiations between the parties on the issues submitted to the Commission. If, after 90 days from the date such negotiations begin, the parties have failed to reach agreement or demonstrate evidence of substantial progress in resolving the issues, the Chairman shall convene hearings on the matters in dispute and formulate substantive guidelines to further advance negotiations. The parties shall then negotiate within these guidelines for a period not to exceed 60 days.

Section 5. If, at the end of such 60 day period, agreement has not been reached on all issues, the Chairman shall make recommendations to the parties for disposing of all unresolved issues not later than December 1, 1983. While the recommendations of the Chairman shall not be considered final and binding, the parties affirm their good faith intentions to give full consideration to such recommendations as a means of resolving such matters.

Section 6. The Study Commission shall terminate, unless otherwise agreed to by the parties, 30 days from the date the recommendations have been made.

Section 7. If the parties are unable to resolve all of the issues covered thereby, either party may serve proposals within the framework of any such recommendations in accordance with the Railway Labor Act and the provisions of Article XIII, Section 2(c) of this Agreement.

ARTICLE XII - LUMP SUM PAYMENT

In lieu of personal leave days, a lump-sum payment of $200.00 shall be made not later than the first payroll period ending in July, 1983, to employees covered by this Agreement who (a) have had an employment relationship with their employing carrier under the Agreement with the organization signatory hereto as of April 1, 1981, (b) have continued such employment relationship up to December 31, 1982 and (c) have performed compensated service under such Agreement during the period from April 1, 1981 to December 31, 1982.

There shall be no duplication of lump-sum payments by virtue of employment under an agreement with another organization.

An employee who otherwise meets all of the qualifications outlined above except that he did not have an employment relationship as of the dates specified above because he had been dismissed from service and such employee subsequently is or has been reinstated with seniority unimpaired will be considered eligible to receive the lump-sum payment.

The receipt of the lump-sum payment by an employee will not be considered a factor in connection with nor trigger any other benefit or compensation provided by agreement, such as health and welfare, vacations and guarantees.

ARTICLE XIII - GENERAL PROVISIONS

Section 1 - Court Approval

This Agreement is subject to approval of the courts with respect to participating carriers in the hands of receivers or trustees.

Section 2 - Effect of this Agreement

(a) The purpose of this Agreement is to fix the general level of compensation during the period of the Agreement and is in settlement of the dispute growing out of the notices served upon the carriers listed in Exhibit A by the organization signatory hereto dated on or about February 2, 1981 and February 12, 1982, and the notices served on or about February 2, 1981 by the carriers for concurrent handling therewith.

(b) This Agreement shall be construed as a separate agreement by and on behalf of each of said carriers and their employees represented by the organization signatory hereto, and shall remain in effect through June 30, 1984 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(c) The parties to this Agreement shall not serve nor progress prior to January 1, 1984 (not to become effective before July 1, 1984) any notice or proposal for changing any matter contained in:

(1) this Agreement,

(2) Section 2(c) of Article XV of the Agreement of January 27, 1972, and

(3) proposals of the parties identified in Section 2(a) of this Article.

and any pending notices which propose such matters are hereby withdrawn.

(d) Pending notices and new proposals properly served under the Railway Labor Act covering subject matters not specifically dealt with in Section 2(c) of this Article and which do not request compensation may be progressed under the provisions of the Railway Labor Act, as amended.

(e) This Article will not bar management and committees on individual railroads from agreeing upon any subject of mutual interest.

SIGNED AT WASHINGTON, D.C. THIS 15TH DAY OF OCTOBER, 1982.

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A:

Chairman

FOR THE EMPLOYEES REPRESENTED BY THE UNITED TRANSPORTATION UNION:

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A: (Cont'd.)

C Bourdon

W. R. Dentzer Jr.

C-E. Egan

J. L. Eternad

L. J. Jordan

C. E. Newnie Jr.

T. C. Sheller

R. C Steele, Jr.

Robert E. Yeaton

FOR THE EMPLOYEES REPRESENTED BY THE UNITED TRANSPORTATION UNION: (Cont'd.)

C. F. Christianson

H. G. Kenyon

O. Ellis

T. J. Wotaszek

NATIONAL RAILWAY LABOR CONFERENCE

1901 L STREET, N.W., WASHINGTON, D.C. 20036/AREA CODE: 202—862-7200

CHARLES I. HOPKINS, Jr.
Chairman

ROBERT BROWN
Vice Chairman

D. P. LEE
General Counsel

R. T. KELLY
Director of Labor Relations

October 15, 1982

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

This will confirm our understanding during the negotiations with respect to the provisions of Article X of the October 15, 1982 National Agreement concerning the elimination of cabooses.

It was the intention in referring to the number of cars in a train to avoid disputes, recognizing that the number of cars in a given train varies from day to day and from point to point on the same day as cars are added or set out. The number of cars stated in the Agreement refers to the usual number of cars in the train. As cars are added or subtracted en route it is not intended that there be disputes over the exact number of cars so long as the flexibility to add and subtract cars en route is exercised in line with normal operating practices and does not go beyond the intent of the Agreement or this letter.

It was further understood that the provisions of Article X shall not be cited by either party with respect to any negotiations concerning crew consist.

The purpose of the provision in the Agreement requiring a carrier to give notice describing the train or type of trains constituting the assignments on which it intends to eliminate cabooses is so that the General Chairman (or Chairmen) will be adequately informed in advance of any discussions with respect to this matter. Such other details as may be appropriate can, of course, be developed during such discussions. For example, we agreed that adequate notice would be one that stated that it was a carrier's intention to eliminate cabooses on all local freights operating between two specified points. On the other hand, where only certain trains in a common territory with other trains are identified, sufficient information would be given to identify the types of runs or assignments involved.

Finally, it is understood that the appropriate General Chairmen will be provided on a periodic basis relevant information concerning the number of cabooses the carrier has eliminated. If disputes arise concerning the propriety of the elimination of a caboose from any particular train, run or assignment, the carrier shall provide the information it relied upon in making its decision to eliminate such caboose.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

NATIONAL RAILWAY LABOR CONFERENCE

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CHARLES I. HOPKINS, Jr.
Chairman

ROBERT BROWN
Vice Chairman

D. P. LEE
General Counsel

R. T. KELLY
Director of Labor Relations

October 15, 1982

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

This will confirm our discussions during the negotiations of the October 15, 1982 National Agreement concerning the continuation of the Joint Interpretation Committee which was informally established following the execution of the August 25, 1978 National Agreement.

Through utilization of the Joint Interpretation Committee numerous questions concerning the application of that Agreement were resolved and the invocation of formal disputes procedures avoided.

Accordingly, with the view of continuing the success in this regard insofar as disputes involving the 1978 National Agreement are concerned and with the expectation that the same results can be achieved relative to disputes which may arise under the October 15, 1982 National Agreement, the Joint Interpretation Committee previously established shall continue to function through the term of the October 15, 1982 National Agreement and is authorized to consider questions of application of its provisions that may arise for the purpose of providing a uniform application of such provisions.

In particular, the parties have established a procedure providing for the elimination of cabooses in a good-faith effort to follow the recommendations of Emergency Board No. 195. This procedure envisions a process that will be carried out on an individual railroad basis in accordance with the guidelines and procedures established under the National Agreement. In order that the intent of this provision be fulfilled, the Joint Interpretation Committee will review and attempt to resolve any issues that may arise concerning the implementation of this provision.

The Joint Committee shall consist of two representatives appointed by the organization and two representatives appointed by the National Carriers' Conference Committee.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

NATIONAL RAILWAY LABOR CONFERENCE

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Chairman

ROBERT BROWN
Vice Chairman

D. P. LEE
General Counsel

R. T. KELLY
Director of Labor Relations

October 15, 1982

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

This will confirm our understanding that, for purposes of Article XII of the National Agreement dated October 15, 1982, any employee qualifying for the lump-sum payment shall receive $230.00 if the employee's first service performed on or after January 1, 1982 was as a locomotive engineer and the organization signatory hereto represented the craft of locomotive engineers as of that date.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

Fred A Hardin

NATIONAL RAILWAY LABOR CONFERENCE

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Vice Chairman

D. P. LEE
General Counsel

R. T. KELLY
Director of Labor Relations

October 15, 1982

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

This will confirm the understanding reached during the negotiations of the October 15, 1982 National Agreement that the Joint Labor-Management Committee on Physical Disqualification Procedures established pursuant to the provisions of Article XIV of the August 25, 1978 National Agreement shall be continued through the term of the October 15, 1982 National Agreement.

Very truly yours,

C. I. Hopkins, Jr.

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Chairman

ROBERT BROWN
Vice Chairman

D. P. LEE
General Counsel

R. T. KELLY
Director of Labor Relations

October 15, 1982

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

This will confirm our understanding reached in current negotiations that the moratorium provisions of the Agreement do not preclude the serving of local notices to correct conditions with respect to suitable lodging accommodations as provided in individual agreements; provided, however, that no such local notices will be served for the purpose of changing the amount of allowance being paid in lieu of lodging, nor the qualifying conditions for eligibility for away from home expenses.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

Fred A Hardin

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D. P. LEE
General Counsel

R. T. KELLY
Director of Labor Relations

October 15, 1982

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

This confirms our understanding that to the extent possible employees eligible for an additional week of vacation in 1982 because of the revisions provided for in Article III of this Agreement should be granted such additional vacation prior to the end of this calendar year. However, if the carrier is unable to grant this additional vacation benefit during the balance of this year, such employees shall be paid in lieu of that additional week of vacation.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

Charles I. Hopkins, Jr.

C. I. Hopkins, Jr.

I concur:

Fred A. Hardin

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Vice Chairman

D. P. LEE
General Counsel

R. T. KELLY
Director of Labor Relations

October 15, 1982

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

This confirms our understanding reached during negotiations leading to the October 15, 1982 National Agreement that the carriers' withdrawal of their proposal with respect to entry rates is in recognition of the parties' understanding that the subject of entry rates is covered by the subject matters submitted to the Study Commission established pursuant to Article XI of this Agreement.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

Fred A. Hardin

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Vice Chairman

D. P. LEE
General Counsel

R. T. KELLY
Director of Labor Relations

October 15, 1982

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

This confirms our understanding that the salary and expenses of the Chairman of the Study Commission, as provided for in Article XI, of the October 15, 1982 National Agreement, will be shared equally by the parties. Furthermore, it is agreed that this understanding will not constitute any precedent concerning the payment of neutrals by the parties for any other purpose.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

Fred A. Hardin

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D. P. LEE
General Counsel

R. T. KELLY
Director of Labor Relations

October 15, 1982

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

In accordance with our understanding, this is to confirm that the carriers will make their best efforts to provide the retroactive wage increases in a single, separate check no later than sixty (60) days following ratification.

If a carrier finds it impossible to make the retroactive payments within sixty days, it is understood that such carrier will notify the General Chairmen in writing as to why such payments have not been made and indicate when it will be possible to make such retroactive payments.

It is further understood that such retroactive wage increases are due only to employees who (a) have performed service during the period covered by the retroactive wage increases and (b) have continued their employment relationship up to the date of this Agreement or have in the meantime either retired or died.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

Fred A Hardin

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CHARLES I. HOPKINS, Jr.
Chairman

ROBERT BROWN
Vice Chairman

D. P. LEE
General Counsel

R. T. KELLY
Director of Labor Relations

October 15, 1982

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

This is to confirm our understanding that the provisions of Article XIII of the October 15, 1982 National Agreement are not applicable to pending notices, or new notices which may be served, seeking to adjust compensation with respect to compensation relationships between train crews or firemen and engineers where compensation, regardless of how derived, has been changed for engineers because of a crew consist agreement.

Any organization notice served which meets these conditions may be progressed within, but not beyond, the specific procedures for peacefully resolving disputes which are provided for in the Railway Labor Act, as amended.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

Fred A Hardin

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ROBERT BROWN
Vice Chairman

D. P. LEE
General Counsel

R. T. KELLY
Director of Labor Relations

October 15, 1982

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

A committee shall be established by the Joint Policyholders consisting of an equal number of organization and carrier representatives for the purpose of continuing exploration of ways to contain or decrease the costs of maintaining the National Health and Welfare Plan without decreasing the benefits or services that the plan provides. In pursuing cost containment measures the committee will be authorized to obtain and/or develop whatever information is necessary in order to determine where the Plan is incurring unnecessary or excessive expenses. The committee shall make such recommendations as it deems appropriate for implementing any of its findings.

The committee is also authorized to investigate and recommend the implementation of new experimental programs on a community or other basis for the purpose of determining whether existing benefits can be provided in ways which may reduce costs to the Plan while at the same time preserving the services currently provided.

In addition, the committee may consider alternatives to the current Joint Policyholder arrangement, and consider submitting the Plan to competitive bidding; and in this process identify insurers that are fit and able to provide the services necessary in connection with the Plan, the selection criteria and the bid specifications.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

Fred A Hardin

NATIONAL RAILWAY LABOR CONFERENCE

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Chairman

ROBERT BROWN
Vice Chairman

D. P. LEE
General Counsel

R. T. KELLY
Director of Labor Relations

October 15, 1982

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

This will confirm our understanding that Article XII of the National Agreement dated October 15, 1982, providing a lump-sum payment in lieu of personal leave days, does not affect any local agreement on the subject of personal leave days.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

Charles I. Hopkins, Jr.

C. I. Hopkins, Jr.

I concur:

Fred A. Hardin

NATIONAL RAILWAY LABOR CONFERENCE

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CHARLES I. HOPKINS, Jr.
Chairman

ROBERT BROWN
Vice Chairman

D. P. LEE
General Counsel

R. T. KELLY
Director of Labor Relations

October 15, 1982

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

This confirms our understanding that upon notification of ratification of the tentative national settlement reached today the parties will take such steps as necessary to withdraw without prejudice Civil Action No. 82-0278, Atchison, Topeka and Santa Fe Railway Company v. United Transportation Union, currently pending before the United States District Court for the District of Columbia.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

Fred A Hardin

EXHIBIT A

RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES, DATED ON OR ABOUT FEBRUARY 2, 1981, OF DESIRE TO CHANGE EXISTING AGREEMENTS IN ACCORDANCE WITH PROPOSITION IDENTIFIED AS UTU - ATTACHMENT 1 (WAGES AND RULES), AND NOTICES, DATED ON OR ABOUT FEBRUARY 2, 1981, OF DESIRE TO CHANGE EXISTING AGREEMENTS IN ACCORDANCE WITH PROPOSITION IDENTIFIED AS UTU - ATTACHMENT 2 (HEALTH AND WELFARE), SERVED ON RAILROADS GENERALLY BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES, OF THE UNITED TRANSPORTATION UNION (E), (C), (T) AND/OR (S), AND PROPOSALS SERVED BY THE CARRIERS FOR CONCURRENT HANDLING THEREWITH.

Subject to indicated footnotes, this authorization is co-extensive with notices filed and with provisions of current schedule agreements applicable to employees represented by the United Transportation Union (E), (C), (T) and/or (S), as indicated by an "x" in the appropriate column(s) below:

RAILROADS	UNITED TRANSPORTATION UNION			
	(E)	(C)	(T)	(S)
Akron & Barberton Belt Railroad Company	x		x	
Akron, Canton and Youngstown Railroad Company	x		x	
Alameda Belt Line	x			x
Alton & Southern Railway Company	x		x	
Atchison, Topeka and Santa Fe Railway Company	x	x	x	
Atlanta & Saint Andrews Bay Railway Company	#-x		#-x	
Belt Railway Company of Chicago			x	
Bessemer and Lake Erie Railroad Company	@-x		@-x	
*Boston and Maine Corporation			¶-x	
Brooklyn Eastern District Terminal			#-x	
Burlington Northern Railroad Company	x	x	x	x
Butte, Anaconda & Pacific Railway Company	x		x	
Camas Prairie Railroad Company	x	x	x	x
Canadian National Railways -				
Great Lakes Region, Lines in the United States			x	
St. Lawrence Region, Lines in the United States			x	
Canadian Pacific Limited	#-x		#-x	
Central of Georgia Railroad Company	x	x	x	x
Central Vermont Railway, Inc.	#-x		#-x	
THE CHESSIE SYSTEM:				
Baltimore and Ohio Railroad Company	2-x	3-x	4-x	
Baltimore and Ohio Chicago Terminal Railroad Company	x		x	
Chesapeake and Ohio Railway Company	x	x	x	
Chicago South Shore and South Bend Railroad	x		x	
Staten Island Railroad Corporation			x	
Western Maryland Railway Company	x	x	x	
Chicago & Illinois Midland Railway Company	x		x	
Chicago and North Western Transportation Company	x	x	x	x
Chicago and Western Indiana Railroad Company	x		x	
*Chicago, Milwaukee, St. Paul & Pacific Railroad, Lines East	x	x	x	
Chicago Union Station Company			x	
Chicago, West Pullman & Southern Railroad Company	x		x	
Colorado and Southern Railway Company		x	x	
Columbia & Cowlitz Railway Company	x		x	
Davenport, Rock Island and North Western Railway Company	x			x

RAILROADS	UNITED TRANSPORTATION UNION			
	(E)	(C)	(T)	(S)
Denver and Rio Grande Western Railroad Company	x	x	x	x
Des Moines Union Railway Company	x			x
Detroit and Mackinac Railway Company	x	x	x	
Detroit & Toledo Shore Line Railroad Company	x	x	x	
Detroit, Toledo and Ironton Railroad Company	x		x	
Duluth, Missabe and Iron Range Railway Company	@-x	@-x	@-x	
Duluth, Winnipeg & Pacific Railway Company	x		x	
Elgin, Joliet and Eastern Railway Company	@-x			
THE FAMILY LINES:				
Seaboard Coast Line Railroad Company	x	x	x	
Gainesville Midland Railroad Company			#-x	
Louisville and Nashville Railroad Company	x	x	x	
Clinchfield Railroad Company	x	x	x	x
Georgia Railroad		x	x	
Atlanta and West Point Railroad Company		x	x	
The Western Railway of Alabama		x	x	
Atlanta Joint Terminals			x	
Fort Worth and Denver Railway Company			x	x
Galveston, Houston and Henderson Railroad Company	x		x	
Grand Trunk Western Railroad Company		x	x	
Green Bay and Western Railroad Company	@-x		@-x	
Houston Belt and Terminal Railway Company			x	
Illinois Central Gulf Railroad	x	x	x	
Illinois Terminal Railroad Company	x		x	
Joint Texas Division of CRI&P-FW&D Railway Company	x	x	x	
Kansas City Southern Railway Company		x	x	
Kansas City Terminal Railway Company	x		x	x
Kentucky & Indiana Terminal Railroad Company	x		x	
Lake Erie, Franklin & Clarion Railroad Company	#-x		#-x	
Lake Superior Terminal & Transfer Railway Company	x			x
Lake Terminal Railroad Company	@-1-x		@-1-x	
Longview, Portland & Northern Railway Company			x	
Los Angeles Junction Railway Company	x			x
Louisiana & Arkansas Railway Company	5-x	x	x	
Maine Central Railroad Company	x	x	x	
Portland Terminal Company	x		x	
Manufacturers Railway Company	x		x	
McKeesport Connecting Railroad Company	@-x			
Meridian & Bigbee Railroad	#-x		#-x	
Minneapolis, Northfield and Southern Railway, Inc.	x		x	
Minnesota, Dakota & Western Railway Company	#-x		#-x	
Minnesota Transfer Railway Company	x		x	
Mississippi Export Railroad Company	#-x		#-x	
Missouri-Kansas-Texas Railroad Company	x	x	x	
Missouri Pacific Railroad Company	x	x	x	x
Monongahela Railway Company	x		x	
Montour Railroad Company	x		x	
Newburgh and South Shore Railway Company	@-1-x		@-1-x	
New Orleans Public Belt Railroad	x			x
New York Dock Railway			#-x	

RAILROADS	UNITED TRANSPORTATION UNION			
	(E)	(C)	(T)	(S)
Norfolk and Portsmouth Belt Line Railroad Company			x	
Norfolk and Western Railway Company	x	x	x	
Northwestern Pacific Railroad Company		x	x	
Oakland Terminal Railway				x
Ogden Union Railway and Depot Company			x	
Peoria and Pekin Union Railway Company	x		x	
Pittsburg & Shawmut Railroad Company	x		x	
Pittsburgh & Lake Erie Railroad			x	
Pittsburgh, Chartiers & Youghiogheny Railway Company	x		x	
Portland Terminal Railroad Company				x
Port Terminal Railroad Association	x		x	
Richmond, Fredericksburg and Potomac Railroad Company		6-x	6-x	
Sacramento Northern Railway				x
St. Joseph Terminal Railroad	x	x	x	
St. Louis Southwestern Railway Company			x	
Soo Line Railroad Company	x	x	x	
Southern Pacific Transportation Company -				
Western Lines	7-x	x	x	8-x
Eastern Lines	x	x	x	x
Southern Railway Company	x	x	x	
Alabama Great Southern Railroad Company	x	x	x	x
Cincinnati, New Orleans and Texas Pacific Railway Company	x	x	x	
Georgia Southern and Florida Railway Company	x	x	x	
New Orleans Terminal Company	x		x	
St. Johns River Terminal Company	x		x	
East St. Louis Terminal Company	x			x
Spokane International Railroad Company	x	x		x
Terminal Railroad Association of St. Louis	x		x	
Texas Mexican Railway Company	x		x	
Toledo, Peoria & Western Railroad Company	x		x	
Toledo Terminal Railroad Company			x	
Union Pacific Railroad Company	x	x	x	
Walla Walla Valley Railway Company			x	
Waterloo Railroad Company			x	
Western Pacific Railroad Company		x	x	x
Wichita Terminal Association	x		x	
Yakima Valley Transportation Company			x	
Youngstown & Southern Railway Company			x	

NOTES:

* - Subject to the approval of the Courts.

- Authorization excludes negotiation of the organization's notice dated February 2, 1981 of desire to change existing agreements to the extent indicated in Attachment 1 thereto, and such proposals as were served by the carrier for concurrent handling therewith.

NOTES:

@ - Authorization excludes negotiation of the organization's notice dated February 2, 1981 of desire to change existing agreements to the extent indicated in Attachment 2 thereto, and such proposals as were served by the carrier for concurrent handling therewith.

¶ - Authorization covering Attachment 1 of the organization's notice dated February 2, 1981 and the carrier proposals is qualified to the extent th: are prohibited by Arbitration Award No. 387.

1 - Authorization excludes negotiation of Item IX - Early Retirement Major Medical Expense Benefit - of Attachment 1 served by the organization on February 2, 1981.

2 - Authorization also covers former BR&P Territory, former Strouds Creek & Muddlety Territory and Curtis Bay Railroad.

3 - Authorization also covers former BR&P Territory and former Strouds Creek Muddlety Territory.

4 - Authorization also covers former BR&P Territory and Curtis Bay Railroad.

5 - Authorization excludes Hostlers at Deramus Yard, Louisiana.

6 - Authorization excludes negotiation of Item VI - Personal Leave - of Attachment 1 served by the organization on February 2, 1981.

7 - Authorization also includes the former El Paso and Southwestern System an Nogales, Arizona, Yard.

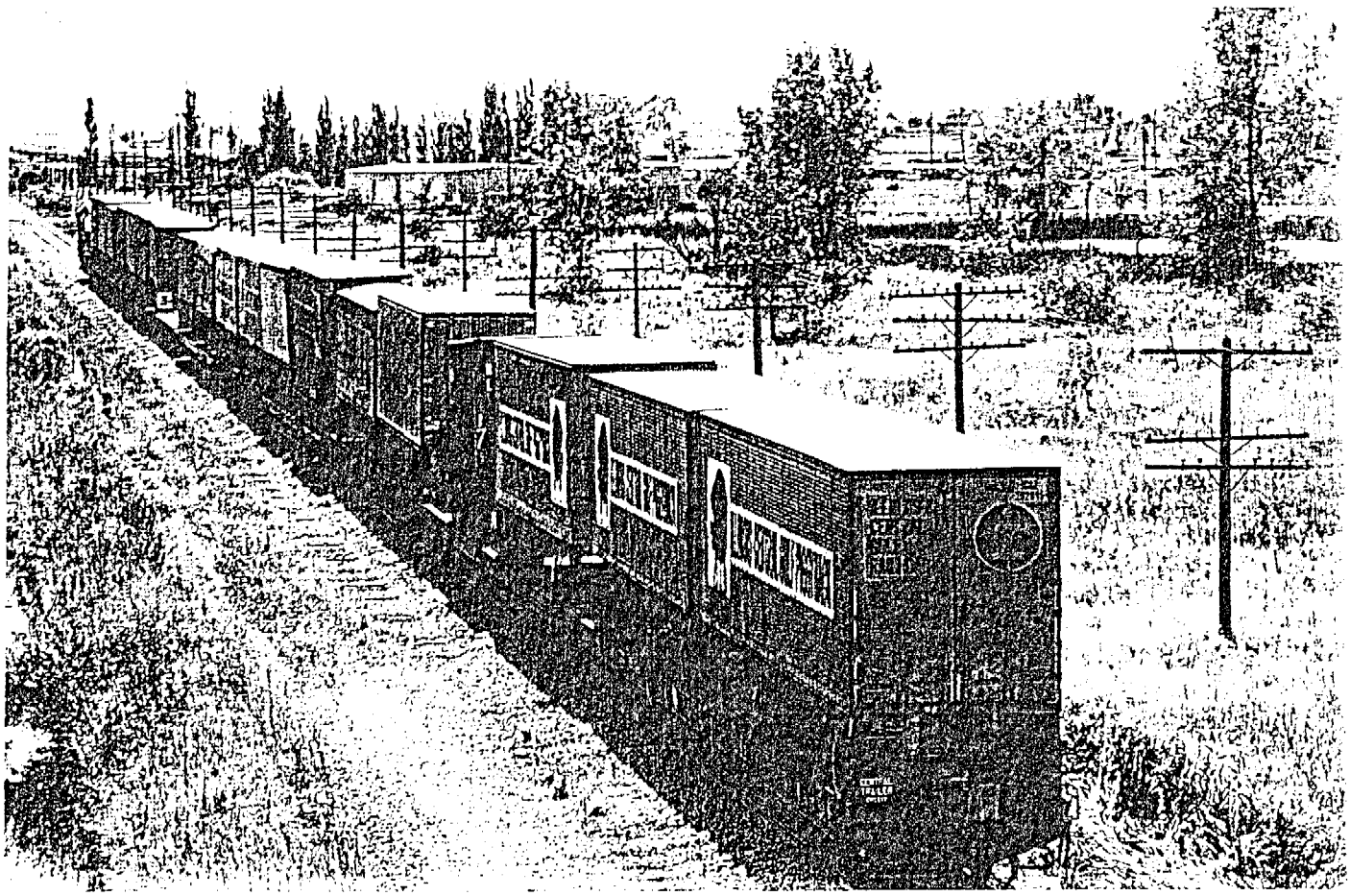
8 - Authorization also includes the former El Paso and Southwestern System.

FOR THE CARRIERS:

FOR THE
UNITED TRANSPORTATION UNION:

Fred A Hardin

Washington, D.C.
September 15, 1982



Under a local agreement, Illinois Central Gulf was able to operate this "Slingshot" intermodal train without a caboose. The cabooseless train may become a more common sight now that the parties have set up the bargaining and arbitration machinery under which cabooses may be eliminated.

Cabooseless trains: A sign of the times?

The new labor agreements could signal a long-awaited breakthrough. Railroads can now begin eliminating cabooses, and the whole basis of crew pay will come under study.

By GUS WELTY,
Senior Editor

Not even the most wild-eyed of optimists is ready to even speculate that events of the past 10 weeks will result in "the dawn of a bright new era" in railroad management-labor practices. You do not bring the 1920s into the 1980s that quickly, or that easily.

Nevertheless, there does appear to be hope—on both sides—that changes can now be worked out which will put both the industry and rail labor in a better position to benefit from the gains that can come to rail transportation in the '80s and '90s.

Consider what has happened, in just 10 weeks:

—The United Transportation Union ratified, overwhelmingly, an agreement which provides for the elimination of cabooses, by local agreement if possible and by arbitration if necessary.

—The Brotherhood of Locomotive Engineers, ordered back to work under an imposed settlement by Congress after a brief strike, signed an agreement based upon that imposed settlement.

—The BLE then reached an agreement with Amtrak on the Northeast Corridor which does away with arbitraries and which eventually will do away with the dual basis of pay, putting engineers on an hourly basis of pay with a five-day, 40 hour week as the standard.

—Issues such as the basis of pay generally and arbitraries and division of work will be placed before study commissions by the railroads, the UTU and the BLE. This has happened before. Such issues have been studied and re-studied, with little or nothing accomplished. The differences this time around are that the neutral member of the commissions is a man respected by both sides, in fact nominated by both sides—actually, by the three "sides," the railroads, the UTU and the BLE—and that both unions, by their recent actions, appear ready to accept the fact that change is needed.

Take a look first at the caboose agreement with the UTU. It provides that:

—Cabooses may be eliminated in any or all classes of service by agreement of the parties.

—Cabooses in all classes of service other than through freight service are subject to elimination through arbitration, if agreement cannot be reached on railroad proposals. There is no limit on the number that may be eliminated by agreement. The only limit here is that only 25% of cabooses in through freight service may be eliminated *except* by agreement.

—If a dispute on caboose-elimination has to go to arbitration, the process will be handled quickly. The parties have 60 days to reach agreement. If they fail, either party may ask for arbitration and, after he holds a hearing,

No single pay pattern for train and engine workers is likely to emerge—because not all railroads are looking for the same thing.

the arbitrator has 30 days in which to make his decision.

• **A break with the past.** Unlike past "productivity" agreements—those resulting in the elimination of firemen, for example, or in train-crew-consist reductions—the caboose agreement has no *quid pro quo*, no lonesome pay provision, no provision for railroad payments into a productivity fund. The caboose agreement provides that employee and operating safety shall be considered and it orders that train-crew employees shall be provided a place to sit and to stow their gear in the locomotive consist, but it attaches no penalties except those which apply if the railroad violates an agreement and operates without a caboose when it should operate with one.

The agreement does provide guidelines for the selection of through-freight cabooses for elimination, but even these seem fairly liberal.

For example, the first category involves trains that regularly operate with 35 cars or fewer. Next come trains of 70 cars or fewer which make no stops between terminals. Then come trains of 70 cars or fewer that make no more than three stops enroute for pickup and/or setout. Then come trains of 120 cars or fewer which make no stops, and so on.

There is also a phase-in provision under arbitration, with a carrier allowed to remove one-third of the cabooses to be eliminated immediately, one-third after 30 days of the award, and one-third after 60 days.

• **Getting started.** So, now that they have a caboose agreement, what are the railroads going to do with it? That remains to be seen, in some ways, and in some part because not all Transportation Departments were quite ready for what they got through agreement.

But, in all probability, this is what will happen:

—Railroads will try to remove cabooses from local-train operations where there are two units in the locomotive consist. That would ensure that there are enough seats in the consist, since a lot of crews these days are made up of four or even five persons.

—Simultaneously, railroads will try to move on road operations that involve long-haul TOFC/COFC and unit trains, trains with multiple-unit consists that make few if any stops enroute.

—Railroads may look at trying to redesign cabs to provide more seats in a single locomotive unit. One unit ahead of its time was designed for no-caboose operation four years ago, the General Electric BQ23-7, a wide-cab unit that provided space for crew members who would normally ride in the caboose. Seaboard Coast Line bought 10 of these units and, under a local agreement, has been using them as intended, in mainline and branchline services, with no restrictions on train length or on work performed enroute (the only restriction having to do with use in mainline territory where flagging may be required).

There are, however, more problems related to the caboose-off agreement than just the provision of seats for crew members who used to ride the caboose.

Some operations may have to be adjusted, one labor relations officer notes, for example in certain situations where one train overtakes and passes another. Then, there are questions as to what kind of marker will be deemed adequate for the rear end. There are questions concerning the monitoring of the train from the head end, and these may be totally answered only with development of some sort of telemetry system which could even include the ability to initiate emergency action from the rear. There may be problems with caboose distribution, as in the case of railroads operating in and out of Oregon, which, unlike neighboring states, still has a law requiring use of cabooses.

So, while railroads now have the opportunity to begin removing cabooses, they also have the challenge of doing it right, with appropriate attention paid to safety factors and operating rules and practices. As one railroad negotiator put it, it's to be hoped that carriers will be able to move as quickly as possible, while using the best possible judgment.

Cabooses are just one issue. As for the study commissions to be set up under the BLE and UTU agreements, there is a feeling that the results of their studies may put both the railroads and the unions in a better position in 1984 than they enjoyed in the past bargaining—a better position from which to initiate and accept change.

• **A clear mandate.** Under terms of the agreements with the BLE and the UTU, the commissions will be made up of seven members, three from labor, three from the carriers and the neutral as chairman. The subjects these commissions will be studying cover a wide range—basis of pay and related alternatives, initial and final terminal delay, air-hose coupling, engine exchange, road/yard restrictions, supplemental sick pay, disability pay, personal leave, and "principles and procedures for stabilizing the pay structure of the operating crafts in response to earnings adjustments arising from crew-consist agreements."

The mandate is clearly set forth, beginning with the formulation of a schedule "designed to expedite and enhance the opportunity to reach agreement on all issues at the earliest possible date."

The parties will have 90 days to negotiate the issues. If they fail to reach agreement or fail to "demonstrate evidence of substantial progress in resolving the issues," the chairman will begin to take an active role, holding hearings on the disputed issues and developing "substantive guidelines" to get the negotiations moving.

In such a second round of bargaining, the schedule is shortened to 60 days. And if at the end of this period the parties have not reached agreement on all issues, then the chairman really becomes active, making recommendations to the parties for disposing of all unresolved issues by no later than Dec. 1, 1983.

These recommendations are not final and binding, but under the agreements "the parties affirm their good faith intentions to give full consideration to such recommendations as a means of resolving such matters."

The Dec. 1, 1983, date could be a key one, because under moratorium provisions of the agreements new Section 6 notices may be served on or after Jan. 1, 1984, though no changes may be made effective before July 1, 1984.

• **A train is a train.** At this point, it's impossible to say how much weight may be given in the commissions' studies to the BLE-Amtrak agreement, which probably represents the most sweeping change in the way engineers work and the way in which they're paid since the dual basis of pay came into existence many decades ago (*RA*, Nov. 8, p. 13). The Amtrak agreement is limited in scope (to the Northeast Corridor), it involves passenger operations as opposed to freight operations, and it reflects the intent of Congress that there shall be productivity improvements at Amtrak.

At the same time, there is no way that what Amtrak and the BLE wrought can be ignored when the study commissions get down to work, because while there are differences between Amtrak and the rest of the industry, in many ways a train is a train.

Another point that will have to be considered some time is the fact that not all railroads are looking for the same things in trying to restructure the pay system for train and engine personnel. In general terms, the differences are between western and eastern carriers, with the western roads—more blessed than eastern roads with long hauls—wanting to retain some measure of incentive for crews to move the freight and move it fast. It's thus not inconceivable that different new structures could develop to take care of this situation, and it's more than just "not inconceivable" that different structures could also evolve for present employees and for new-hires.

As one veteran negotiator sums the situation up, "If both sides give their best efforts, we can accomplish something and we can set the stage well for the next round of bargaining, which, we would hope, would be less emotional because of the discussions that will have been held." ■

It is hard to believe in the age of the space shuttle and bullet trains that cabooses still ride the rails—but not for long.

#B408

End of the line

By Desiree French

WHAT'S SMALL AND CUTE, rides at the end of a freight train and wastes maybe $400 million a year? Answer: the caboose.

This venerable institution has been condemned to die, but have no fear, railroad buffs. It will be around quite a while yet. The United Transportation Union (UTU) and certain railroads represented by the National Carriers' Conference Committee have agreed to allow cabooses to be phased out—but only gradually. Under a pact signed Oct. 15, carriers can junk cabooses on all trains except through-freights—that is, those operating between distant points with few stops. And by agreement or arbitration, they will be able to dispose of the cabooses on through-freights over time, as well.

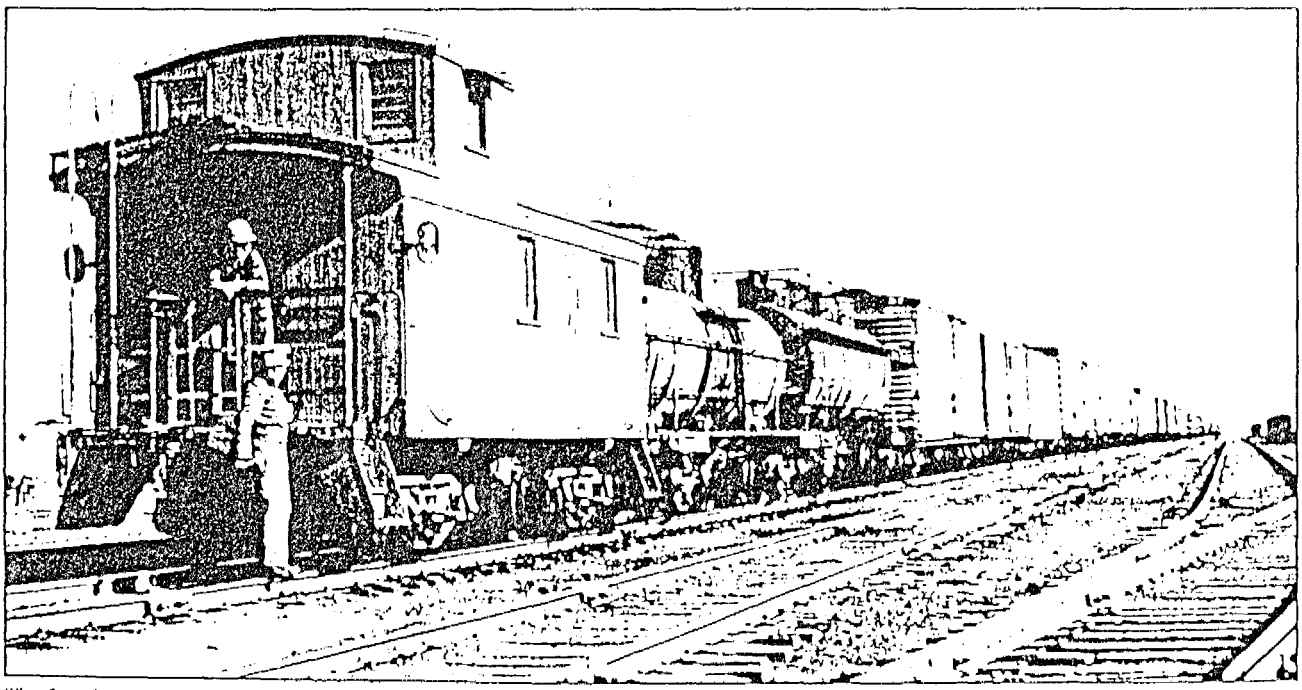
Cabooses are expensive. At last count there were 12,884 of them in the U.S. A new caboose costs about $80,000 and lasts—depending on who is telling the story—10 to 25 years. A presidential emergency board report says that Santa Fe Railroad is spending 92 cents a mile to operate each caboose. The savings envisioned by the carriers will mostly come from not buying, running or repairing cabooses and from not buying fuel to drag them along.

The caboose first appeared at the end of a mixed passenger-freight train on the Auburn & Syracuse line in the 1840s. At that time the cars served as living quarters for the train crew and as lookout posts. They still serve for crew comfort today but are rarely used. These days crews don't really need dormitories, and most railroads don't put crewmen at the rear to help brake and see what is coming up. Centralized traffic control keeps an eye on the rear and other automatic detectors look for other problems on the trains. Still, cabooses have lingered. Change comes slowly in railroadland.

The UTU didn't make a big fuss about discontinuing them—no jobs will be lost. Caboosemakers—about a dozen in the U.S.—will lose some business, but they don't seem worried. Cabooses aren't their sole specialty; they make other railcars as well. "The caboose industry is sort of kaput," says John White, curator of transportation at the Museum of American History in Washington, D.C.

So the caboose fades into history, or into fashionable decor. When the Tolland Bank in West Willington, Conn. ran out of office space three years ago, it bought a used caboose for $600 and attached it to the branch, where it has been used as the manager's office ever since. Other caboose collectors use them as playhouses, waterfront lodges, hunting lodges and stores.

Getting rid of the caboose is a small step, but at least it is in the right direction. Maybe the railroads can earn a penny or two selling them to the decorating trade. What could be more nostalgic? ■



The familiar caboose served over a century as a dormitory for the train crew and as a lookout post. ***Now its best hope for a future is the vogue in nostalgic decor.***

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Dowling (4)

OPINIO

Thursday, February 3, 1983 4A

Derail the cabooses

HB408

It happens every two years in Helena. A legislator with a special interest (and maybe a conflict at that) introduces a bill that is narrow in scope and aimed at someone who has done him or his buddies wrong.

This year the first such instance to come to our attention involves Rep. Jerry Driscoll, D-Billings, who also happens to be president of the Montana AFL-CIO. The issue involves Burlington Northern Railroad and the absence of cabooses on its freight trains.

AN IR VIEW

BN is a big company but it is like thousands of firms in this country who are shoring up their profit picture through mechanization and or computerization in an attempt to cut costs and increase producivity.

The railroad decided to install "little black" boxes that could monitor its freight trains and indicate when the train's wheels were getting hot, when parts were dragging on the tracks or when almost any other problem occurred. Those black boxes eliminated the need for cabooses and the brakemen and conducters who rode the rails in them.

The dispute finally wound up in federal mediation and representatives of the United Transportation Union agreed trains could run without cabooses.

Driscoll decided to rectify this situation by introducing a bill that would require the last car on every freight train operating in Montana to be an "occupied" caboose. The bill sailed through the House Monday by a vote of 60-37 and is now in the Senate.

We can understand Driscoll's concern over protecting his fellow union members, but we can't condone the results and how they have been attained to date. The Legislature has no business interfering in labor disputes between labor and private enterprise.

STATEMENT OF W. CLAUDE SHEAK

I am W. Claude Sheak, Assistant to Vice President - Labor Relations of Burlington Northern Railroad Company. My office address is 176 E. Fifth Street, St. Paul, Minnesota.

I am a native of Livingston, Montana and have worked for Burlington Northern and the former Northern Pacific, a predecessor company, since 1952. I served in the Operating Department at Livingston as a Brakeman/Yardman commencing in 1954 and was subsequently promoted to Conductor. I retain my seniority in those crafts on the Rocky Mountain Seniority District of Burlington Northern Railroad. During my period of service as Brakeman/Yardman and Conductor I also served for a period as local grievance committee chairman of Lodge No. 295 of the former Brotherhood of Railroad Trainmen and as Secretary of the BRT General Grievance Committee on the Northern Pacific.

I was promoted to the position of Trainmaster in 1967 and in 1968 to Labor Relations Assistant in St. Paul, Minnesota, on the Northern Pacific.

In my present capacity, I am the senior designated appeal officer for claims and grievances for operating crafts on Burlington Northern Railroad, including those operating craft groups employed in the State of Montana.

I am fully familiar with the rules, agreements, practices and interpretations thereof as they apply to these crafts, including those relating to cabooses. Moreover, because of my background as railroad Brakeman and Conductor in the State of Montana, operating in the territories between Forsyth, Livingston, Helena and Butte, Montana, I have personal experience and insight into the use of cabooses in the State as well as elsewhere in the railroad industry.

The United Transportation Union--the labor organization that represents Brakemen and Conductors on most railroads--agreed last October to follow the recommendation of Presidential Emergency Board Number 195, appointed by President Reagan; providing for the elimination of cabooses in all classes of service. I will submit a copy of the formal agreement for the record. The UTU, which has been outspoken on railroad safety matters, assented to the elimination of cabooses on trains which will be designated through local labor-management negotiation. The UTU Agreement also provides that in those instances wherein local negotiations fail to resolve a proposal to remove a caboose from service, an arbitrator will rule.

Section 2--Guidelines, from the relevant Article X of the 1982 Agreement are as follows:

"The parties to this Agreement adopt the recommendations of Emergency Board No. 195 that the elimination of cabooses should be an on-going national program and that this program can be most effectively implemented by agreements negotiated on the local properties by the representatives of the carriers and the organization most intimately acquainted with the complexities of individual situations.

"In determining whether cabooses are to be eliminated, the following facts shall be considered:

(a) safety of employees

(b) operating safety, including train lengths

(c) effect on employees' duties and responsibilities resulting from working without a caboose

(d) availability of safe, stationary and comfortable seating arrangements for all employees on the engine consist

(e) availability of adequate storage space in the engine consist for employees' gear and work equipment."

Bear in mind that these are the provisions of a mutual agreement between labor and management that will not eliminate jobs for conductors and brakemen. Those jobs are governed and protected by separate agreements. The proposed legislation would constitute unnecessary involvement of government into a successful collective bargaining contract--a contract which states explicitly that the elimination of cabooses should be an "... on-going national program ..."

and "... that this program can be most effectively implemented by agreements negotiated on the local properties ..." by the parties. Emphasis added.

Further, the 1982 National Agreement represents a compromise between railroad management and the unions at the highest level. In exchange for concessions granted by the union, including the provisions of Article X relating to cabooses, management granted among other things:

1. Four general wage increases between April 1, 1981 and July 1, 1983
2. Continued cost-of-living adjustments

   1 and 2 combined have so far resulted in a 20.39% average increase to date.

3. Additional weeks of vacation, i.e.:

   (a) Three weeks instead of two for employees with eight or more years of service

   (b) Four weeks instead of three for employees having 17 or more years of service (also reduced from 18 years to 17 years of service).

4. One additional paid holiday (the day after Thanksgiving Day) for a total of 11 paid holidays
5. Expanded health and welfare coverage
6. Expanded dental benefits
7. Increased expenses away-from-home.

These added costs can generally be met in two ways, i.e., productivity improvements like elimination of cabooses

or increased freight rates which are ultimately passed on to the consumer.

We can think of no interest that would be served by intervention of the State in this matter. The process of negotiation outlined above should leave no doubt that the safety interests of our employees will be fully and carefully protected--not just by us, but also by the efforts of the union's negotiators. The one, certain result of a caboose requirement would be a lost opportunity: a chance to avoid unnecessary increases in freight rates.

The States should not nullify by legislation that which was achieved in what management believed at the time to be good faith collective bargaining. If the States do so it may seriously damage the process in the future and throw a wrench in the machinery incorporated in the Railway Labor Act and designed to provide means to avoid interruption to interstate commerce. If, however, this body decides otherwise, I suggest that it must, in all fairness, consider an amendment to such a bill which would eliminate the concessions granted the union in exchange for the caboose provisions, such as wage increases, cost-of-living adjustments and increased vacations.

Contrary to assertions previously made by proponents of the proposed legislation, the provisions of Article X--Cabooses had already been agreed to in principle by the parties to the 1982 National Agreement prior to establishment of Presidential Emergency Board No. 195. Other issues, not the caboose issue, gave rise to the Emergency Board, namely, the application of percentage increases to other payments not part of the basic wage. The union prevailed before the Emergency Board on those other issues and the basic wage percentage increases were applied to these additional payments as in the past.

I sincerely believe that the designated union and management parties most familiar with the railroad operation and with the needs of the employees can best decide in collective bargaining on the need for cabooses according to "... the complexities of individual situations" without the need for broad brush legislation, which does not take these complexities into account and would actually preclude collective bargaining.

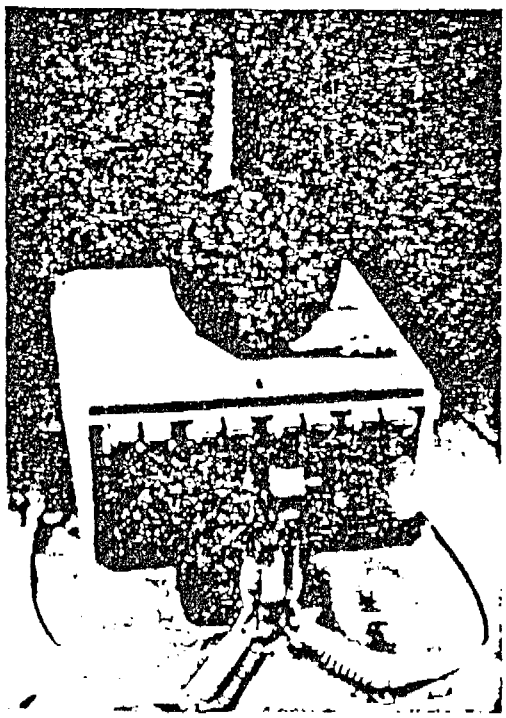
W. C. Sheak

W. C. Sheak
Assistant to Vice President

drd31,6

SAB HARMON ELECTRONIC CABOOSE
ENCODER/TRANSMITTER

PRELIMINARY INFORMATION



SPECIFICATIONS

Power — Battery operated 12V, 10A-H, 20 hours of service between charges. Self-contained rechargeable battery.

Temperature Range — −30°C to +55°C

Transmitter Power — Nominally 35 watts (adjustable range 10 to 35 watts)

Modulation — Narrow Band FM

Baud Rate — 110 baud.

Data — 16 bit address, 8 bit pressure data, 8 bit miscellaneous data organized as 4-8 bit words. Each word includes one start bit, one odd parity bit, one stop bit, and 8 data bits in the NRZ format.

Transmission Time — The time required to send one set of data (4 words) is 418ms.

Code Method — Frequency shift keying — mark=1070Hz space=1270HZ.

FEATURES

Brake Air Pressure — Gauge measured from 0-P.S.I. to 150-P.S.I. accuracy to within 1-P.S.I.

Transmission Rate — One set of data is transmitted each minute, unless there is a pressure change or slack in/out indication. If pressure changes or slack in/out changes occur, two sets of data are transmitted. Should these changes continue to occur, transmission will be no more frequent than once every five seconds. Time between transmission will be varied ±10% to help prevent interference caused by unit syncronization.

Addressing — 16 bits of binary coded address jumper selectable. 65,536 unique addresses available.

Motion Detector — 5 mw x band radar unit is used to determine if last car is stationary or rolling.

Slack Detection — Detects the slack in or slack out bumps.

Self-Check — The encoder microprocessor has a self-check feature in the circuitry that provides constant verification of proper operation.

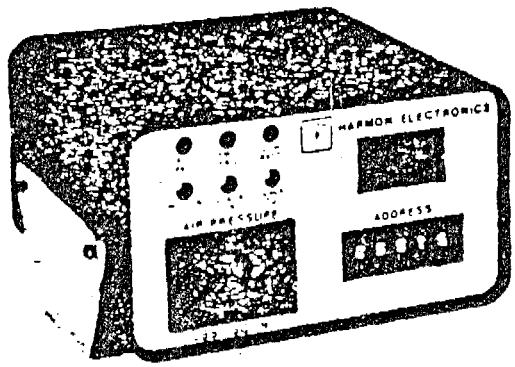
Zero Pressure Power-Down — To lengthen battery operation time, the unit will power down when the brake air pressure drops below 2-P.S.I. When shut down occurs the pressure is read and transmitted 3 times before total shut down occurs. If the brake air pressure comes back up, the unit powers up and again operates normally.

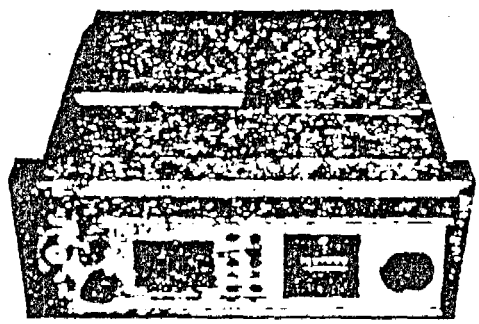
Brake Air Pressure Change Detection — The change in brake air pressure that will cause a transmission to occur is jumper selectable from 0-P.S.I. to 3.5-P.S.I. on 0.5-P.S.I. increments. This is normally set to 1.5-P.S.I. Setting to 0 will cause continuous transmissions.

HARMON ELECTRONICS
A DIVISION OF
SAB HARMON INDUSTRIES, INC.
Grain Valley, Missouri 64029 • (816) 249-3112

SAB HARMON
ELECTRONIC CADCOSE
DECODER/RECEIVER

PRELIMINARY INFORMATION





GENERAL INFORMATION

The Decoder/Receiver unit is available in three different package forms. One is a self-contained battery-powered portable unit that needs only an external antenna connection. The rechargeable battery will provide 20 hours of operation between charges. A second package (not pictured) is a single unit similar to the self-contained portable, but containing a 72 volt DC power supply rather than rechargeable batteries. This version is designed for use where a more permanent mounting is possible, as it requires 72 volt power in addition to the antenna connection. The third package is a two-part concept where a small unit on the control stand contains the decoder, the displays and the address select switches, and a second unit, mounted remotely, contains the receiver and 72 volt power supply. The two units are connected by a small cable.

FEATURES

Brake Air Pressure — The brake air pressure is displayed on a 3-digit, high efficiency LED display in P.S.I. (pounds per square inch) accurate to within one P.S.I. The air pressure reading will change only if a different value is received from the rear-end unit. An update occurs routinely, once per minute if no pressure change occurs, or as necessary for pressure changes.

Valid Reception — The valid reception LED will light for 2 seconds when valid data is received.

Transmitter Fail — The transmitter fail LED will light if no valid reception has occurred for 2.5 minutes. This LED will remain on until a valid reception occurs.

Low Battery — The low battery LED will light if the rear-end unit battery voltage drops to 10 volts during transmit.

Motion Detection — The motion LED will light if the car mounted rear-end unit is moving. This LED will function only if the motion detecting radar unit is included in the rear-end unit.

Slack In/Slack Out — These LEDs will light for 6 seconds if slack in or slack out has been detected. Immediate transmission occurs in the rear-end unit when a slack in or out is detected. These LEDs will only be functional if the rear-end unit is equipped with a slack detector. An announciator beep will accompany slack in or slack out LED indications.

Address Select Switches — These five switches allow the selection of any of the 65,536 unique addresses possible for the rear-end unit. This address selection feature allows the detector/receiver unit to be used with any Harmon rear-end unit.

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ACTION ON HOUSE BILL NO. 408: Senator Elliott made the motion that House Bill No. 408 BE CONCURRED IN.

Senator Shaw presented an amendment. Senator Elliott withdrew his motion.

Senator Shaw's amendment as follows:

1. Page 1, line 18.
Following: "railroad"
Insert: ", provided however, a caboose is not required on a train operating within railroad yard limits, on a road, switch, or local switch train, on a work train, maintenance train, or on any other train of 35 cars or less."

See Exhibit 9.

Senator Shaw made the motion that the amendment to House Bill No. 408 BE CONCURRED IN. The motion carried. A Roll Call Vote was taken, see Exhibit 10.

Senator Elliott made the motion that House Bill No. 408 as amended, BE CONCURRED IN. The motion carried. A Roll Call Vote was taken, see Exhibit 11.

ACTION ON HOUSE BILL NO. 198: Senator Elliott made the motion that House Bill No. 198 BE CONCURRED IN.

Senator Shaw told the committee this bill could have far reaching effects. This bill just opens the door for the Highway Department further. I urge you to not concur in this bill.

Senator Etchart said this bill came out of recommendations. These recommendations seem to be an invitation to draft a bunch of bills.

Senator Elliott said this bill is just a housekeeping measure for the Highway Department and allows them to recover permit costs. I think it is appropriate that the person getting the permit pay the cost of getting same.

A Roll Call Vote was taken. The motion failed. See Exhibit 12.

Senator Hager made the motion that House Bill No. 198 BE NOT CONCURRED IN. A Roll Call Vote was taken, the motion passed. See Exhibit 13.

ACTION ON HOUSE BILL NO. 7: Senator Elliott made the motion that House Bill No. 7 BE CONCURRED IN. The motion carried. A Roll Call Vote was taken, see Exhibit 14.

STANDING COMMITTEE REPORT

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MR. PRESIDENT:

We, your committee on HIGHWAYS AND TRANSPORTATION

having had under consideration HOUSE Bill No. 408

Respectfully report as follows: That HOUSE Bill No. 408

third reading, be amended as follows:

1. Page 1, line 18.
Following: "railroad"
Insert: ",provided however, a caboose is not required on a train operating within railroad yard limits, on a road, switch, or local switch train, on a work train, maintenance train, or on any other train of 35 cars or less."

And, as so amended
BE CONCURRED IN

DO PASS

SENATOR MARK ETCHART Chairman.

STATE PUB. CO.
Helena, Mont.